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Current Topics.

The Work of the King's Bench Division.

IT IS STATED that the Cabinet at its meeting considered a report on the congestion of legal business in the King's Bench Division. It was decided to present in each of the two Houses of Parliament as soon as possible a prayer to His Majesty asking for the appointment of two additional judges to cope with the congestion.

The Rejection of the War Charges (Validity) Bill.

THE WAR CHARGES (Validity) Bill came very near to being a "Money Bill," within the definition of s. 1 (2) of the Parliament Act, 1911. The term includes Bills dealing among other matters with "the imposition, repeal, remission, alteration, or regulation of taxation." But to enable a Bill to be passed without the assent of the House of Lords the Speaker's certificate that it is a Money Bill is necessary, and this, it seems, was not given. Hence the House of Lords was free to reject the Bill, and this it has done. We need not recapitulate the history of the Bill. It was strongly opposed by the lawyer members of the House of Commons on constitutional grounds. Its object was to validate retrospectively the levying by Government departments of charges which have been held by the House of Lords in its judicial capacity to be illegal. For some reason which we have never understood the milk charges which were held illegal in the *Wilts United Dairies Case* were excepted from the Bill in its passage through the House of Commons, and it became not only unconstitutional, but also illogical. The opposition to the Bill has been in no sense a matter of party politics or we should have had to remain silent. The present Government received it as a legacy from their predecessors, but Lord BANBURY pointed

the moral of agreement in high places, when he said in the present debate: "When I first went into the House of Commons I was always warned: 'Now watch! If both Front Benches are agreed, you may then be quite sure that something wrong is going on,' and I have always followed that precept." No intimation has, we believe, been given as to the intentions of the Government, but there may be difficulty in reviving the Bill.

The Legitimacy Bills.

THE TWO LEGITIMACY Bills which are before Parliament are in a curious position. One, Lord BUCKMASTER'S, has been passed by the House of Lords, and is now awaiting consideration by the House of Commons, and one, which was introduced by Colonel CAMPION, but has been recently in charge of Captain BOWYER, has passed the House of Commons and is now awaiting consideration by the House of Lords. This procedure appears to be due to tactical considerations, for the Bills not only have the same general object, but the arrangement of the clauses, and, subject to modifications, the clauses themselves are the same. Thus, each opens with a clause for legitimation by subsequent marriage, and each provides that this clause shall not enable a legitimated person to take any interest in real or personal property which he would not have taken if it had not been passed. But the House of Lords Bill contains this sub-clause: "Nothing in this Act shall operate to legitimate a person whose father or mother was married to a third person when the illegitimate person was born," which the House of Commons refused last week, after long debate, to admit into its Bill, or rather, we should say, to re-admit. For the clause has had a history in both Houses. In the House of Lords it was inserted in Lord BUCKMASTER'S Bill by a large majority. In the Standing Committee of the House of Commons it was taken out of Colonel CAMPION'S Bill, also by a large majority. Thus the chief point of interest just now seems to be whether the House of Lords will insert it in that Bill. In addition to the general clause cited above preventing legitimation from affecting the title to property, there are the same provisions in both Bills for giving legitimated persons rights under intestacies—this seems to be contrary to the earlier general clause—and for preserving rights in entailed property. But the clauses dealing with rights of property present too many complications to be dealt with here. An amendment was made to Clause 2 (1) on the assumption that the Law of Property Act is to come into force on 1st January, 1925. But no doubt the Act of Postponement when it comes will deal with such matters as this.

The Expenses of Recorders.

MR. JUSTICE ROWLATT'S decision in *Ricketts* v. *Colquhoun, Inspector of Taxes, Times*, 1st inst., raised a question of interest to members of the Common Law Bar. The Recorder of Portsmouth, who resides and practises in London, claimed to be entitled to deduct from his salary as recorder, his travelling expenses to and from that town, in making his return for purposes of income tax under Sched. E. Now a person under Sched. E is entitled, under r. 9 of that Schedule, to deduct "the expenses of travelling in the performance of the duties of the office or employment." But it has been held that the expenses of travelling from residence to office are not capable of being deducted under this rule; they are incurred not "for business purposes" but "for residential purposes": *Cook* v. *Knott*, 3 Tax Cas. 246; *Revill* v. *Ellworthy Brothers*, 3 Tax Cas. 12. The reason for this view, of course, is that a person can reside near his place of business; if he resides elsewhere, he does so, not in order that he may carry on his business more effectively, but in order that he may enjoy a more desirable residence. In other words the travelling expenses from residence to office are imputable to reasons of residence, not of employment. Now, a recorder is at liberty to live at his sphere of duty, and the fact that he has to reside in London for purposes of other legal work is irrelevant to his salary as recorder; the expenses of travelling from London to Portsmouth are not expenses incurred in the course of his duties as recorder, but expenses incurred, either in the course of his private practice, or else in order that he may have the advantage of residing in London. Therefore Mr. Justice ROWLATT refused to regard them as capable of being deducted under r. 9, although he admitted there must be hardship where—as is nearly always the case with recorders of small towns—the travelling expenses from his chambers in London to his jurisdiction must eat up practically the whole salary.

Trade Competition.

MR. JUSTICE RUSSELL'S decision in *Sorrel* v. *Smith*, 1923, 2 Ch. 32, has been reversed by the Court of Appeal, *ante*, p. 700. The superior court, in fact, followed its own previous decision of *Ware and De Freville* v. *Motor Trade Association*, 1921, 3 K.B. 40, where the facts were very similar, but which Mr. Justice RUSSELL had distinguished on grounds which the Court of Appeal deemed inadequate. In *Sorrell* v. *Smith*, *supra*, a trade federation of retail newsagents carried out a policy of protecting the interests of their members, which brought them inevitably into conflict with a trade committee which controlled the supply of London newspapers to wholesale agents. The retail newsagents tried to restrict the number of retailers by fixing a distance limit within which no newcomer could start a rival shop to that of a member already in the business. To enforce their policy they took steps which in substance amounted to a boycott of wholesale agents who supplied such an unauthorized retail competitor with his papers. On the other hand, the wholesale agents desired open competition among retailers, and tried to enforce their policy by all legitimate means. The plaintiff was a retailer who obtained his papers from a wholesale agent, one R, but transferred his custom to W, on hearing that R supplied newspapers to unauthorized retailers. Thereupon the trade committee informed W that he must cease to supply the plaintiff on pain of having his supply of papers cut off by the committee. This action, it was found as a fact, was taken by the committee without any malice, and merely to protect their trade interests and the policy of open competition. The plaintiff had claimed an injunction to prevent this interference with W by the trade committee; he contended that such acts were an "unlawful interference" with the plaintiff's "right to earn his livelihood" by a combination putting pressure on one of his business connections. Mr. Justice RUSSELL had granted the injunction, considering that the mere combination to put pressure amounted to *injuria*, provided there was also *damnum*, although such conduct would not have been an actionable wrong if committed by a single person. Now, in *Ware and De Freville* v. *Motor Trade Association*, *supra*, the Court of Appeal had expressly held that a combination to do an otherwise lawful act, if done without malice and without incidental acts of an illegal type, and if intended for the *bonâ fide* protection of one's own trade interests, is not *injuria*, and therefore is not actionable whether or not *damnum* is proved. The Court of Appeal have now re-affirmed their decision given in that case, expressly adding that it must not be treated as limited to the special facts of that case, but must be given a general application in similar circumstances.

The Attorney-General's Discretion to initiate Litigation.

THE CASE of *Att.-Gen.* v. *Westminster City Council*, reported *ante*, p. 736, in which the Court of Appeal dismissed an appeal by the defendants from a decision of TOMLIN, J., who held that they were not entitled to take certain library premises for use as a city hall, raised again the question whether the court has any control over the discretion exercisable by the Attorney-General in respect of the initiation of litigation, though, indeed, it seems to be well settled that the discretion of the Attorney-General in this connection is unfettered. The Master of the Rolls drew attention to the observations of Lord HALSBURY, practically disposing of the question in *L.C.C.* v. *Att.-Gen.*, 50 W.R. 497, 1902, A.C. p. 169, where he said: "The initiation of the litigation, and the determination of the question whether it is a proper case for the Attorney-General to proceed in, is a matter entirely

beyond the jurisdiction of this or any other court. It is a question which the law of this country has made to reside exclusively in the Attorney-General. I make this observation upon it . . . because it seems to me to be very undesirable to throw any doubt upon the jurisdiction, or the independent exercise of it by the first law officer of the Crown." In case it should be thought necessary to comment on the exercise by the Attorney-General of this discretion, a method of doing so is suggested by Lord HALSBURY in an earlier passage in the same judgment. His Lordship said: "One question has been raised . . . which I confess I do not understand. I mean the suggestion that the courts have any power over the jurisdiction of the Attorney-General when he is suing on behalf of a relator in a matter in which he is the only person who has to decide those questions. It may well be that it is true that the Attorney-General ought not to put into operation the whole machinery of the first law officer of the Crown in order to bring into court some trifling matter. But if he did, it would not go to his jurisdiction; it would go, I think, to the conduct of his office, and it might be made, perhaps in Parliament, the subject of adverse comment; but what right has a court of law to intervene?" It seems improbable that the point would ever have attained any magnitude had it not been for certain observations of JAMES, L.J., in *Att.-Gen.* v. *Great Eastern Railway*, 11 Ch.D., at pp. 482 and 483, which indicated that he took a different view of the matter.

Company Meetings and Schemes of Arrangement.

WHEN ADVERTISING meetings under s. 120 of the Companies (Consolidation) Act, 1908, for the consideration of schemes of arrangement, those responsible will be well advised to carry out with punctilious exactness any order made by the Master. In *Re Anglo-Spanish Tartar Refineries Ltd.*, reported *ante.*, p. 738, where an application was made for the sanction of such a scheme, it was pointed out that the prescribed meetings had been held, but that, although the Master's order with respect to the convening of the meetings had been carried out with regard to the sending through the post of notices of the meetings, his further direction that the meetings should be advertised in the newspapers had, through inadvertence, not been complied with. This was not discovered until after the meetings had been held. It was proved that thirty of the thirty-one shareholders had received notices, and that of the 140,000 ordinary shares of the company, 139,400 were accounted for at the meetings, and of the 200,000 deferred shares, 199,275 were accounted for. In view of these facts the learned judge held that the order had been in substance, though not precisely, complied with, and allowed the matter to be pursued without the additional trouble and inconvenience being incurred of convening the meetings afresh. It must, however, not be assumed that inadvertence of this kind would, except in very special cases, be condoned. If the effect of the mistake had not been almost negligible, it seems highly improbable that the application of the company would have met with success. It does not, therefore, seem likely that a precedent of this nature will be of great assistance to those who may in the future desire to adjust similar acts of inadvertence, but the result of the application affords an apt illustration of the willingness of the court to refrain, in the interests of expediency, from penalising an inadvertent omission to carry out its directions to the letter.

Colonial Stocks as Trustee Securities.

A CORRESPONDENT has called our attention to the fact that the whole of the Colonial Stocks, the prices of which we quote, are not now available as trustee securities. The Colonial Stock Act, 1900, imposes on Colonial Stocks the restrictions of s. 2 (2) of the Trustee Act, 1893: *i.e.*, a trustee may not purchase at a price exceeding its redemption value any Colonial Stock which is liable to be redeemed within fifteen years of the date of purchase at par or at some other fixed rate, nor can he purchase such stock at a price exceeding 15 per cent. above par or such other fixed rate. In making investments it must be considered whether the stock selected falls within these restrictions.

Option of Purchase and Renewed Leases.

Two cases which have been before the Courts recently raise the question of the effect of an informal agreement for the renewal of a lease:—*Sherwood* v. *Tucker*, in which the Court of Appeal reversed (*Times*, 1st inst.) the decision of ASTBURY, J., 1920, 2 Ch. 42, and *Batchelor* v. *Murphy*, *ante*, p. 738, before TOMLIN, J. In *Sherwood* v. *Baker* the defendant agreed to let a house at Old Colwyn, North Wales, to the plaintiff for three years from 25th December, 1914, at £36 a year. The agreement contained the following proviso: "And it is further agreed that the said tenant shall have the right to purchase the said house and premises during the three years hereby provided for, for the sum of £700 sterling." Before the expiration of the term, an endorsement was made on the agreement as follows: "We the undersigned hereby agree that this lease be extended for three years expiring December 25, 1920 (signed) Frederic J. Tucker: Benjamin Sherwood." A further endorsement was signed before the extended term expired, extending the term again for three years expiring 25th December, 1923. Thus there was a simple agreement for extension of the tenancy for successive periods of three years without any reference to the other provisions of the tenancy. Did the terms of the extended tenancy include the option of purchase? ASTBURY, J., held that they did, but the Court of Appeal have reversed his decision. *Batchelor* v. *Murphy* was not quite so simple. A lease contained an option of purchase on giving three months' notice during the term. Under somewhat special circumstances there was an agreement for a surrender of the lease and the grant of a new lease to different lessees for the residue of the term "on the same terms and conditions in all respects" as the old lease. TOMLIN, J., took the point that the option to purchase was collateral to the contract of tenancy under the old lease and was not within the words just quoted. Hence the new lessees were not entitled to the option. The result, therefore, was the same as that under the decision of the Court of Appeal in *Sherwood* v. *Tucker*, but *Batchelor* v. *Murphy*, as the Court of Appeal intimated, is under appeal, and they said nothing about it. Accordingly we shall only notice the simple question: Does a memorandum extending a lease for a specified term, without referring to its other provisions, incorporate an option of purchase?

A somewhat similar question arose many years ago in respect of covenants for renewal. A covenant for renewal which merely says that the new lease shall contain the same covenants as the old lease does not entitle the lessee to have the covenant for renewal again inserted, so as to give him a right to perpetual renewal. This was decided in *Iggulden* v. *May*, 1806, 7 East. 237; 2 Bos. and P. N.R. 449, and was in accordance with the principle established by other cases about the same time, that a covenant for renewal would not be construed as a covenant for perpetual renewal unless the intention was clearly expressed: see *Baynham* v. *Guy's Hospital*, 1796, 3 Ves. 295, 298; *Moore* v. *Foley*, 1801, 6 Ves. 232, 237; *Iggulden* v. *May*, 1804, 9 Ves. 325, 330; and, later, *Swinburn* v. *Milburn*, 1884, 9 App. Cas. 844. Such an intention is expressed where the lease is said to be renewable for ever, or where the covenant provides that the new lease shall contain "this present covenant": *Hare* v. *Burgess*, 4 K. & J. 45, or where the lease contemplates a succession of terms under the covenant: *Wynn* v. *Conway Corporation*, 1914, 2 Ch. 705.

In his judgment in *Sherwood* v. *Tucker*, POLLOCK, M.R., cited a passage from the judgment of Lord ELLENBOROUGH, C.J., in *Iggulden* v. *May*, 7 East., at p. 241: "The argument that a covenant for a lease with all the covenants cannot be satisfied by a lease with all but one, will have no weight if, according to the fair construction of the lease, that one covenant should be found to have nothing to do with the subject-matter to be granted." But it is doubtful where the passage should be detached from its context. The question of perpetual renewal is not the same as the incorporation of an option of purchase in a

new lease. The "subject matter to be granted," Lord ELLENBOROUGH explained, was one lease, not a succession of leases. The utmost, it would seem, that can be said for citing it in the present connection is that it suggests the distinction taken later between the terms which are properly incident to the lease as a lease and the terms which are collateral to it. Nor does the judgment of ROMER, J., in *Rafferty* v. *Schofield*, 1897, 1 Ch. 937, 942, which was also cited, appear to be strictly relevant, since there the option to purchase, which was contained in a building agreement, had been exercised. The learned judge said that the resulting contract was a new and distinct contract from that created by the building agreement, though it arose by reason of and flowed from the building agreement. But an option to purchase which has not been exercised is not in this position. It is still a term of the lease. The distinction between terms which are terms of the lease proper and terms which are collateral to the contract of tenancy was more clearly taken by the same judge, then Lord Justice, in *Woodall* v. *Clifton*, 1905, 2 Ch. 257, 279, when, in delivering the judgment of the Court of Appeal, he said: "The covenant is aimed at creating, at a future time, the position of vendor and purchaser of the reversion between the owner and the tenant for the time being. It is in reality not a covenant concerning the tenancy or its terms." Accordingly PETERSON, J., held in *Re Leeds and Batley Breweries and Bradbury's Lease*, 1920, 2 Ch. 548, that an option of purchase is outside the terms which regulate the relations of landlord and tenant as such, and hence it is not one of the implied terms of the yearly tenancy which arises in favour of a tenant who holds over and pays rent. The Court of Appeal have now adopted the same principle, and have held that a mere agreement for extension of a lease does not carry on the option of purchase to the extended term.

The Cost of Sending a Specific Legacy.

IT often happens that the law is difficult to ascertain in regard to questions which we might suppose would arise every day. It may well be that such questions do constantly arise, but that as they are in many cases of trifling importance it is difficult to find any judicial decision upon them. A matter of sixpence is not so serious as a matter of a thousand pounds, and when such questions do become serious it sometimes happens that the decisions upon them are contrary to what in common practice the law has been assumed to be.

When executors have to distribute a testator's estate they have commonly to dispatch to the testator's relatives and friends articles specifically bequeathed. It costs little to send a tie-pin by post, even by registered post, but the packing and sending of a grand pianoforte, dining-room furniture, or a library and book-cases may involve an expense which the residuary legatee is not very ready to bear. How is the expense to be met? PHILLIMORE, L.J., in *Re Scott*, 1915, 1 Ch. 592, 610, said: "I have been thinking over the matter and I should be sorry if anything were said here which would make an executor surchargeable who in an ordinary case went to the expense of packing up a picture or some valuable chattel and sent it to the home of the legatee in some other part of England or even some near part of the Continent. One knows that in practice executors are always expected to do this sort of thing, and a legatee who may be left a picture or some token does not expect to have to bear the cost of packing and sending it. In that sort of way it may be well held that the testator intends, when he gives a bequest of this kind, that it should reach the hands of the specific legatee, if it is only a reasonable matter of packing and transfer, without expense, but beyond that I decline to go. I know of no authority that the executors are bound to bring a chattel to the testator's domicil, or to bring it from foreign parts in order to deliver it to the legatee." From these words it would be difficult to know where to draw the line between permissible and unjustifiable expenditure. Moreover, if the learned judge's words "without expense" are to be taken literally, no question is raised.

In the same case, Lord COZENS-HARDY, M.R., put the case in this way (at p. 607): "Where there is a specific legacy the first duty of the executor is to consider whether he assents to it or not. If he assents to it the property passes out of him and is in the specific legatee, and from that moment the executor cannot possibly interfere with the possession of the chattels, cannot claim them from anybody else, and the legatee who has the legal estate is the person to recover them, and to do what is necessary." Lord COZENS-HARDY (p. 607) hesitated to attach weight to a judgment of Lord LANGDALE, M.R., in *Perry* v. *Meddowcroft*, 1841, 4 Beav. 197, who said: "I consider it part of the duty of executors to get in all the testator's estate, whether specifically bequeathed or otherwise, and I know of no instance in which the expenses have not been paid out of the general estate as part of the expenses of the administration," and this latter judgment had been criticised by PARKER, J., in *Re Sommery*, 1912, 2 Ch. 622. The decision in *Perry* v. *Meddowcroft* was nevertheless followed as recently as in 1920 by RUSSELL, J., in *Re Hewett*, 90 L.J. (Ch.) 126, when that learned judge would seem to have taken a broad view of the area which PHILLIMORE, L.J., considered reasonable in *Re Scott*. In *Re Hewett* the chattels specifically bequeathed were in Hong Kong and Shanghai, and it was held that the executors were entitled to pay, and should pay, the costs of packing the chattels, shipping them to England, and apparently of delivering them to the legatees. In *Re Sivewright*, 1922, W.N. 338, however, EVE, J., held that the costs of packing and forwarding articles specifically bequeathed must be borne by the specific legatees, and in *Re Leach*, 1923, 1 Ch. 161, the same judge followed his earlier decision, apparently on the ground that there was in each case a deficient estate, adding: "If the decisions on this point are in conflict it is for a higher court to determine what the law is."

Now the decision in *Re Hewett*, and the decisions in *Re Sivewright* and *Re Leach*, appear to be the only direct authorities upon the question to be answered. *Perry* v. *Meddowcroft* was a decision upon the cost of getting in the estate only. In *Re Scott*, as in *Re Sommery* and later in *Re Grosvenor*, 1916, 2 Ch. 375, the question before the court was as to the liability of the estate for expenses of completing a specific legatee's title to a specific legacy to which executors had assented. The passages, however, which are cited above from the judgment in *Re Scott* shew the view which the Court of Appeal took of the question which is being considered. Lord COZENS-HARDY there said that from the moment of the executor's assent the legatee is the person to recover a specific legacy "and to do what is necessary." In *Re Pearce*, 1909, 1 Ch. 819, EVE, J., had said: "Now it seems to be settled law that when an executor gives his assent to a specific legacy the assent relates back to the death of the testator, and the specific legatee is entitled to the profits accrued due from the time of the testator's death. That being so, it seems to me to be right and fair that the specific legatee should be charged with the costs of the upkeep, care and preservation of the specific legacy from the time of the death until the executor's assent." It may here be mentioned that the decision of JESSEL, M.R., in *Sharp* v. *Leech*, 10 Ch. D. 468, 472, which is to the contrary, does not appear to have been cited in *Re Pearce*. Where a specific legacy has been assented to, it would seem, therefore, that as a rule not only the costs of remitting it, but that all the expenses which since the testator's death have been incurred in connexion with it must be borne by the legatee. From the judgment in *Re Scott* of PHILLIMORE, L.J., however, it is to be gathered that in certain cases a reasonable amount of packing and transferring may be done at the expense of the estate. Such cases must remain undefined, and none the less so for the reason that RUSSELL, J., appeared to consider the case of *Re Hewett* one of them. On the other hand, we are left with the decisions of EVE, J., that where the estate is insufficient the whole of such expense must be charged to the specific legatee.

C. E. S.

Rent and Mortgage Interest (Restrictions) Acts.

The Recoverability of Overpaid Rent.

[We have already considered, *ante*, p. 677, the subject of the following article, but we are glad to have the opportunity of giving this further exposition of it.]

THE extremely complicated question of the recoverability of overpaid rent was discussed at some length in the recent case of *Williams* v. *Britannic Merthyr Steam Coal Co., Ltd.*, 40 T.L.R. 687.

A landlord of a dwelling-house, to which the Rent and Mortgage Interest (Restrictions) Acts applied, and of which the standard rent was 7s. per week, had served from time to time upon his tenant, who held upon a weekly tenancy, notices of increase of rent otherwise than in the statutory form and, in the case of all except the last, not preceded by a notice to quit. In an action in the county court, the landlord applied in pursuance of s. 6 (1) of the 1923 Act that the court should amend these notices. The court amended certain of them, the earliest being that dated 29th September, 1920, and the first question argued was the effect of such amendment.

Despite the incorrectness of the notices as given by the landlord, the tenant had in fact paid rent in accordance with them. The landlord therefore claimed that, in estimating whether there was any rent overpaid by the tenant, the amounts due under the notices as amended should be credited to the landlord in respect of every week after the expiry of the notice dated 29th September, 1920, that is to say, from October, 1920, onwards, and he quoted in support of that proposition s. 6 (1), to which reference has been made above. That section provides "the county court, if satisfied that any error or omission in a notice of intention to increase rent, . . . is due to a *bonâ fide* mistake upon the part of the landlord, shall have power to amend such notice by correcting any errors and supplying any omissions therein, which, if not corrected or supplied, would render the notice invalid, on such terms and conditions as respects arrears of rent or otherwise as appears to the court to be just and reasonable, and, *if the court so directs*, the notice as so amended shall have effect and be deemed to have had effect as a valid notice."

The county court judge had so directed and had held that the landlord might retain all the increases received by him and now validated by the amendments granted.

The tenant replied by quoting s. 8 (1) of the 1923 Act, which reads as follows:—

"No increase of rent which becomes payable by reason of an amendment of a notice of increase made by order of the county court under this Act shall be recoverable in respect of any rental period which ended more than six months before the date of the order."

And he argued that the increases imposed by the notice of 29th September, 1920, as amended had "become payable by reason of an amendment of a notice of increase made by order of the county court under this Act," and were therefore not recoverable except in respect of a rental period which ended six months or less before the date of the order.

With this contention the court agreed. They pointed out that by s. 1 of the 1920 Act, it was provided that increases of rent above the standard rent (the permitted increases being excluded by failure on the part of the landlord to give the valid notice required by s. 3 (2) of that Act) were irrecoverable by the landlord, and by s. 14 of the 1920 Act a tenant who had paid rent which was irrecoverable by the landlord, could reclaim that rent (paid at any time during the duration of the 1920 Act, if he commenced his action before 31st January, 1924). Therefore at the time the rent was paid, in so far as it exceeded the standard rent, it was irrecoverable by the landlord and reclaimable by the tenant, and therefore those sums had become payable by reason of the amendment granted by the county court and s. 8 (1) applied.

A further point was argued upon behalf of the tenant, but reference need only be made to it to dismiss it, for it was unsuccessful.

It was said that no notice to quit was served before the notice of increase dated 29th September, 1920; therefore, though the court may amend the notice in accordance with s. 6 (1) of the 1923 Act, the notice will remain in operation because of s. 3 (1) of the 1920 Act and the decision in *Kerr* v. *Bryde*, 1923, A.C. 16. The landlord quoted in answer s. 1 (1) of the Notices of Increase Act, 1923, which provides that "where notice of intention to increase rent has . . . been served on a tenant in conformity with" s. 3 (2) of the 1920 Act, "and a notice to terminate the tenancy was necessary in order to make such increase effective, the notice of intention to increase the rent shall have effect, and shall be deemed always to have had effect as if it were or had been also a notice to terminate the existing tenancy." But on behalf of the tenant it was argued that that section was applicable only when the notice *as served* was in conformity with the 1920 Act. This, however, the court held to be too narrow a view of the Notices of Increase Act, 1923, one of the objects of which was "to get rid of those pitfalls," and it is to be observed that the concluding words of s. 6 (1) of the 1923 Act, which authorises the county court to amend notices of increase are "the notice as so amended shall have effect and *be deemed to have had effect* as a valid notice."

Two other questions of doubt with reference to this subject have been laid at rest within the last few weeks.

By s. 8 (2) of the 1923 Act rent which was irrecoverable by the landlord, and as such recoverable by the tenant in accordance with s. 14 (1) of the 1920 Act, was declared to be "recoverable at any time within six months from the date of payment but not afterwards, or in the case of a payment made before the passing of this Act, at any time within six months from the passing of this Act but not afterwards."

Doubt was expressed as to the meaning of the word "recoverable" in this connection. Did it mean that the tenant must commence his action to recover, or sign judgment for, the overpaid rent within the six months? The former has been held to be the true view. To entitle a tenant to recover such overpayments, it is sufficient for him to begin the proceedings to recover them by the issue of a writ or summons within the six months: *Lewis* v. *McKay*; *Algate* v. *Vugler*; *Clark* v. *Potter*, *ante*, p. 739; 40 T.L.R. 579.

In calculating the six months, the day of payment or the passing of the Act, as the case may be, is excluded and therefore payments made before the passing of the Act (31st July, 1923) are recoverable, provided that the writ is issued on or before 31st January, 1924: *Truss* v. *Olivier*, 40 T.L.R. 588.

It is to be noted that this limitation (s. 8 (2) of the 1923 Act) has no application to validated increases or the provisions of the Notices of Increase Act, 1923 (*vide* s. 8 (3) of the 1923 Act).

ARCHIBALD SAFFORD.

Reviews.

Libel.

THE LAW AND PRACTICE OF LIBEL AND SLANDER. By CLEMENT GATLEY, LL.D., B.C.L., Barrister-at-Law. Sweet & Maxwell, Ltd. £2 10s. net.

This is a new book, and therefore a rival of such time-honoured favourites as "Fraser on Libel," and "Odgers on Libel," and Mr. Spencer Bower's later treatise on Defamation. It is somewhat similar in size to each of these works, and as in them, the author confines his attention to civil proceedings, but he includes also Precedents of Pleadings, with notes on Canadian, Australasian and American decisions. In general the latter will be useful only in the countries whose courts have given the decisions; but text-books in English have nowadays a circulation both in the Empire and in the United States, so that a writer may legitimately weight his book with matter intended for other than purely British use.

Apart from the additions of the American and Over-Seas decisions just referred to, this work differs from its rivals chiefly in the much greater attention it gives to matters of adjectival law and of pleading. Mr. Spencer Bower's work, our readers are probably aware, takes the form of a code and commentary with interesting and scholarly "excursuses" on difficult technicalities of principle or legal history. "Fraser" and "Odgers" deal mainly with the substantive law. Mr. Gatley, however, gives most of his space to pleadings and procedure, and there is no doubt that here there is to be found a very useful field in which a new text-book can assist the practitioner. Two important matters little discussed in the ordinary text-books will be found fully dealt with, namely (1) evidence in aggravation of damages, and (2) evidence in mitigation of damages. But they appear in rather peculiar places: the former is discussed in the chapter on "Evidence for the Plaintiff," and the latter in that on "Evidence for the Defendant." This is open to criticism, perhaps, on grounds of strict logical method; but it well illustrates the predominant importance which the author attaches to practice and procedure.

The author, we are inclined to think, assumes that our courts will pay much more attention to Scottish, Irish, Canadian, South African, Australasian and American cases—all discussed and indexed in his book—than we believe is likely to prove a fact. It is quite true that in *Scaramanga* v. *Stamp*, 1880, 5 C.P.D., at p. 303, Lord Chief Justice Cockburn expressed his opinion about this in the following terms: "Although the decisions of American courts are not binding on us, yet the sound and enlightened views of American lawyers in the administration and development of the law—a law, except so far as altered by statutory enactments, derived from a common source with our own—entitle their

decisions to the utmost respect and confidence on our part." It is also true that in *Regina* v. *Castro*, 1880, 5 Q.B.D., at p. 516, Lord Esher, M.R., said this: "I am always anxious to hear if there be any American decisions bearing upon the question before me, not because they are binding authorities upon me, but in order that I may get the very great assistance . . . derived from the decisions of accomplished judges . . . dealing with what is very much the same law as our own." But, notwithstanding these *dicta*, our experience is that English judges seldom attach weight to any non-English decisions except those of the Irish Courts. We therefore doubt whether the large space given to these cases by Mr. Gatley would be justified if his work were intended only for practitioners in England. But the whole book is so thorough and scholarly that criticism of so minor a matter seems almost ungracious.

Books of the Week.

Industrial Law.—Industrial Law by Sir HENRY SLESSER, Kt., K.C., S.G., Member of the Faculty of Laws and Lecturer on Industrial Law in the University of London, and ARTHUR HENDERSON, B.A., LL.B. (Cantab.), Barrister-at-Law. Ernest Benn, Ltd. Price £3 10s.

Workmen's Compensation.—The Law relating to Compensation for injuries to Workmen. By C. M. KNOWLES, LL.B., Barrister-at-Law. Stevens and Sons, Ltd. Price £1 10s.

Workmen's Compensation and Insurance Reports. Edited by W. A. G. WOODS, LL.B., Barrister-at-Law. 1924. Part I. Stevens & Sons Ltd. Sweet & Maxwell, Ltd. Annual subscription £1 10s. post free.

State Control and the War.—A New Series. Economic and Social History of the World War. British series. Experiments in State Control. At the War Office and the Ministry of Food. By E. M. H. LLOYD, formerly of the Raw Materials Section, War Office, Assistant Secretary Ministry of Food. Oxford: at the Clarendon Press, by Humphrey Milford.

Popular Law.—Every Man's own Lawyer. By a Barrister, including new Legislation to 1923. Crosby, Lockwood & Son. Price 15s.

Criminal Law.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law. Vol. 18, pp. 57-80. May 5th, 12th, 19th, 1924. Sweet & Maxwell, Ltd. 7s. 6d. net. Prepaid Subscription to Vol. 18, £2 net.

Correspondence.

Evidence in Bankruptcy Proceedings.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Practitioners in bankruptcy will no doubt be astonished at the effect of the decision of the Court of Appeal on the 27th June, 1924, on the motion by Mr. W. H. W. Greenslade, Trustee of the estate of Morris Cohen, a bankrupt, against W. R. Snow and Co., for a declaration that a certain payment by the bankrupt constituted a fraudulent preference. Their lordships (overruling on this point the decision of Mr. Justice P. O. Lawrence) have held that an affidavit which the respondents had filed, and which the Trustee contended corroborated and proved the Trustee's case, could be withdrawn by the respondents at the hearing, and then could not be used by the applicant, even although it was conceded that if the facts admitted in such affidavit had been put into a letter, such letter could have been exhibited to an affidavit made by the Trustee. If this decision is upheld by the House of Lords, then solicitors practising in bankruptcy matters must ignore their opponents' affidavits until they have been actually put in and read by the other side, as a mere filing and notice of intention to read can, according to their lordships' present ruling, be revoked at any time.

CHAS. NORDON & CO.

Cross Keys House,
56, Moorgate, E.C.2.
30th June.

Lord Dunedin, in giving judgment dismissing an Indian appeal before the Judicial Committee of the Privy Council on 26th ult., said that their lordships felt bound to draw attention to the state of the record. In the teeth of directions issued from the office, no trouble whatsoever had been taken with the arrangement of the record, and it came before them in a disgraceful state of confusion. Had the appellants been successful, their lordships would not have hesitated to disallow *in toto* the solicitors' fee for perusing the record.

CASES OF THE WEEK.

Court of Appeal.

DEUCHAR v. GAS LIGHT AND COKE CO. No. 1. 21st and 22nd May, 20th June.

STATUTORY GAS COMPANY—STATUTORY POWERS—EXPRESS POWER TO CONVERT, MANUFACTURE AND DEAL WITH RESIDUALS—EXPRESS POWER TO PROVIDE "APPARATUS AND MATERIALS"—CHEMICALS NECESSARY FOR TREATMENT OF RESIDUALS—IMPLIED POWER TO MANUFACTURE INSTEAD OF BUYING.

The defendant company, by the Acts establishing it, were empowered to make gas and convert, manufacture and deal with residual products, also to make machinery and apparatus, and to construct and "provide" works, buildings, machinery, apparatus and "materials" for dealing with their waste products as they might deem requisite. There was no indication as to how the necessary materials were to be "provided," and no limitation on the company as to the steps it might take in providing them.

Held, that it was not ultra vires *for the company to make the amount of caustic soda they required for dealing with their residuals in their own factory, erected for the purpose, instead of purchasing it from the chemical manufacturers.*

Decision of Astbury, J., reported 68 SOL. J. 384; 1924, 1 Ch. 422, *affirmed.*

The plaintiff was secretary of the Kastner-Kellner Alkali Company, and for the purposes of the action he acquired stock in the defendant company. He asked for a declaration that the manufacture by the company of any chemical or other substance necessary or convenient for the treatment, compounding, conversion, or otherwise rendering marketable any products, refuse, or residue arising or produced by the making of gas by the Company, or the erection by the company of any factory or buildings for the purpose of such manufacture and erection, were *ultra vires* the company, and for an injunction to restrain such manufacture or erection. The particular substances the manufacture of which it was desired to restrain were caustic soda and chlorine, which the company were manufacturing, and had for the purpose erected a factory. Caustic soda was required by the company for the treatment of naphthalene, one of their residuals, and chlorine arose necessarily in the manufacture of caustic soda. The company were established by certain private Acts of Parliament, in particular The Gas Light and Coke Company Acts, 1868 and 1876. By s. 40 of the Act of 1868 the company were authorised "to make and supply gas, and to convert, manufacture, and deal with, sell, and dispose of coke, tar, coal, pitch, asphaltum, ammoniacal liquor, oil, and all other products, refuse, or residuum arising or produced by the making of gas." Section 43 provided that the company "may continue, make . . . gasworks, buildings, machinery and apparatus . . . and may manufacture . . . products remaining or obtained from making gas and from materials used in or produced by the making of gas . . . and may construct . . . such works, buildings, machinery, apparatus and materials and do all such things as they deem requisite for those purposes." By s. 64 of the Act of 1876 the company were authorised to purchase and maintain appliances, and to use all such works for dealing with residuals as they might require or deem necessary or expedient for efficiently and economically carrying on their undertaking. The company for some years had purchased caustic soda for the purpose of converting naphthalene into beta-naphthol by the electrolytic process, which they stated was the most economical and best for dealing with naphthalene. They alleged, however, that the prices charged to them for caustic soda were unreasonable and excessive, and that, with a view to economy and efficiency, it was expedient to erect a factory on their own land to manufacture caustic soda in such quantities as were required for the treatment of naphthalene. In the manufacture of caustic soda it was necessary that chlorine would result as a by-product, and it was used for the treatment of other residuals. They did not intend to make caustic soda in larger quantities than they required for that purpose, or to sell or dispose otherwise of caustic soda or chlorine. The plaintiff alleged that the company had no power to manufacture caustic soda, but must buy what they required from the chemical manufacturers. Astbury, J., held that nothing in the Acts prohibited the manufacture of caustic soda for the company's own purposes, and to do so was not *ultra vires*; it could not be said that the making of a necessary article was a separate business, and the action must be dismissed. The plaintiff appealed.

The COURT delivered written reserved judgments, dismissing the appeal.

Sir ERNEST POLLOCK, M.R., said the question, shortly, was that of the powers and scope of the company under the Acts to which they owed their existence. In *Baroness Wenlock* v. *River Dee Company*, 10 App. Cas. 354, Lord Watson gave what he interpreted to be the principle recognised in *Riche* v. *Ashbury Railway Carriage and Iron Company*, L.R. 7 H.L. 653; 24 W.R. 794, and *Attorney-General* v. *Great Eastern Railway Company*, 28 W.R. 769; 5 App. Cas. 473, as follows (10 App. Cas., at p. 362): "Whenever a corporation is created by Act of Parliament with reference to the purposes of the Act, and solely with a view to carrying these purposes into execution, I am of opinion not only that the objects which the corporation may legitimately pursue must be ascertained from the Act itself, but that the powers which the corporation may carefully use in furtherance of these objects must either be expressly conferred or derived by reasonable implication from its provisions." Illustrations of attempts to exercise powers which were not expressly conferred, or derived by reasonable implication, from its provisions could be found in *London County Council* v. *Attorney-General*, 50 W.R. 497; 1902, A.C. 165, where it was sought to run omnibus traffic as incidental to tramways, and in *Attorney-General* v. *Mersey Railway Company*, 51 SOL. J. 624; 1907, A.C. 415, where an attempt was made to collect traffic beyond the terminus of the railway in order to feed it, which was held to be *ultra vires*, and not reasonably incidental to or consequential upon the statutory powers of the Company. Buckley, L.J., however, thought in that case that the railway were running omnibuses for the purposes of their railway, and that their powers were not exceeded. In *Attorney-General* v. *Great Eastern Railway Company*, 28 W.R. 769; 5 App. Cas., at p. 478, Lord Selborne said: "I agree with Lord Justice James that this doctrine of *ultra vires* ought to be reasonably and not unreasonably understood and applied, and that whatever may fairly be regarded as incidental to, or consequential upon, those things which the Legislature has authorised ought not (unless expressly prohibited) to be held by judicial construction to be *ultra vires*." Lord Loreburn said in *Attorney-General* v. *Mersey Railway Company*, *supra*: "The rule of law has been laid down in this House to the effect that it must be shown that the business can fairly be regarded as incidental to or consequential upon the use of the statutory powers; and it is a question in each case whether it is so or whether it is not so." His lordship referred to s. 40 of the Act of 1868, and said that it was clear that the purpose and business of the company was twofold: to make gas, and, after the best treatment possible, to dispose of the residuals. It was recognised that gas could not be made without residuals, and that these latter ought to be used by the most approved method. There could be little hesitation in saying that caustic soda was a material used in converting, manufacturing, and dealing with a residual product. Its provision was impliedly contemplated by s. 40. Section 43 of the same Act really wrote out in large the powers implied in s. 40. It would be applying the rule as to what is incidental to or consequential upon the statutory powers expressly conferred too narrowly to hold that the making of the caustic soda for the purpose for which it was made lay outside the powers of the company reasonably construed. The judgment of Astbury, J., was right, and the appeal must be dismissed, with costs.

WARRINGTON and SARGANT, L.JJ., delivered judgments to the same effect.—COUNSEL: *Sir Douglas Hogg*, K.C., *Hunter Gray*, K.C., and *Dighton Pollock* for appellant; *Sir John Simon*, K.C., *W. A. Greene*, K.C., and *A. Andrewes-Uthwatt* for respondents. SOLICITORS: *Baker, Blaker & Hawes* for appellant; *Parker, Garrett & Co.* for respondents.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

Re NATIONAL BENEFIT ASSURANCE COMPANY.

Eve, J. 24th June.

ASSURANCE COMPANY—WINDING UP—SET-OFF—POLICY MORTGAGED TO COMPANY—SET-OFF OF ASCERTAINED VALUE AGAINST MORTGAGE DEBT—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, ss. 30, 31—ASSURANCE COMPANIES ACT, 1909, 9. Ed. 7, c. 49, s. 17.

A policy-holder mortgaged his policy to the assurance company to secure an advance. During the currency of the policy the company was wound up, and the policy was valued under s. 17 of the Assurance Companies Act, 1909. The policy-holder then claimed to set off the ascertained value of the policy against the mortgage debt.

Held, that he was entitled to do so.

Ex parte Price, L.R. 10 Ch. 648, *distinguished.*

This was an adjourned summons raising a question of set-off in a winding up. The respondent, P. W. Potter, was one of a class of persons who effected policies of assurance on their own lives with the National Benefit Assurance Company, and afterwards assigned the policies to the company by way of mortgage for securing advances made to them by the company. The company was ordered to be wound up compulsorily in July, 1922, and the policies were valued in the manner prescribed by the Assurance Companies Act, 1909, and it seemed reasonably certain that the claims of the policy-holders would not be paid in full. In these circumstances the question was raised, whether a policy-holder ought to be credited with the amount at which the policy had been valued or with the dividend ultimately payable. The claimant, relying on the mutual credits or mutual dealings section of the Bankruptcy Act, 1914, applicable to this winding up by virtue of s. 207 of the Companies Consolidation Act, 1908, insisted that he ought to be credited with the full amount for which he was entitled to prove, that is, the value affixed to the policy. On the other hand, the liquidator maintained that authority binding on the court precluded the application of the mutual credits section to the case of the claimant and of those he represented.

EVE, J., in a considered judgment, said: Apart from authority, the view put forward on behalf of the claimant appeared to be justified by the statutory provisions on which he relied. For this argument support was to be found in the judgment of the Court of Appeal in *Re Daintrey*, 1900, 1 Q.B. 546, and the observations of Lindley, L.J., in that case appeared to be apposite to the present case. But, as has been pointed out on behalf of the liquidator and those opposing the claimant's contention, in *Re Daintrey* there was an existing debt due from the debtor at the date of the receiving order and the act of bankruptcy on which it was founded, whereas in the present case the claim did not come into existence until the winding up order was made, and the company thereby declared its inability to perform the contract—facts which indicated the ground on which policy-holders had been held liable in a winding up to pay premiums accruing due between the presentation of the petition and the making of the winding up order. Was the operation of the mutual dealings section excluded by the distinction indicated between this case and *Re Daintrey*? He thought not. The case of *Ex parte Lee and Chapman*, 30 Ch. D. 216, was an authority to the contrary. It was demonstrated by these authorities that to bring the mutual dealings section into operation it was not necessary that there should be mutual debts existing at the date of the winding up, that being according to *Re Daintrey* the material date; it was sufficient if there were contractual obligations, the breach of which might give rise to a claim for damages provable in the winding up. The decision in *Ex parte Lee and Chapman* went even farther. Why were these principles not applicable to the case of a mortgagor policy-holder? He could not appreciate any satisfactory grounds on which the breach of a contract of life assurance could be treated as distinguishable from the breach of any other contract in determining whether the mutual dealing provisions applied as between assurer and assured. It was true that as a general rule the sum assured would only become payable on the happening of a future event, if certain payments were made in the meantime, but that was not the case with all policies. The case of *Ex parte Price*, *supra*, did, no doubt, present a difficulty, but there were certain facts there which were not present here. There the policies had been valued under the special Act referring the affairs of the companies to arbitration; the estates of the assurers and assured were both in liquidation, and as the mutual dealings provisions of the Bankruptcy Act had not at that date been extended to companies in liquidation, the liquidator of the assurers could not claim to deduct the mortgage debt from the value put on the policies, but had to credit the estate of the assured with dividends on the full value. That being the position of the companies in liquidation, the question arose whether the trustee in the liquidation of the affairs of the assured could successfully claim in his liquidation to set off against the mortgage debt and thereby wholly extinguish it the larger sum at which the policies had been valued. The court answered the question in the negative. The result was that, notwithstanding the judgment in *Paddy* v. *Clutton*, 1920, 2 Ch. 554, which naturally raised a doubt whether the conclusion at which he had arrived was sound, this case was not controlled by the decision in *Ex parte Price*, and the order on the summons must be so framed as to give the mortgagor policy-holders the full benefit of the mutual credits section and not the restricted right for which the other creditors had contended.—COUNSEL: *Jenkins*, K.C., and *Holmes*; *Courthope Wilson*, K.C., and *Beebee*; *Cunliffe*, K.C., and *Whinney*; *Archer*, K.C., and *Spens*; *Hurst*, K.C., and *Stamp*; *Israel*; *Luxmoore*, K.C., and *Vernon*; *Grant*, K.C., and *Wolfe*; *O. Thompson*, K.C., and *Hodge*; *Bennett*, K.C., and *Gavin Simonds*, K.C. SOLICITORS: *Pritchard & Sons*; *Halchett-Jones & Co.*; *Clifford, Turner and Hopton*; *Johnson, Jecks & Colclough*; *Timbrell & Deighton*; *Marcus & Francis*; *Sweepstone, Stone & Co.*; *Peter Thomas and Clark.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

SIMPSON v. BATEY. No. 2. 30th April.

LANDLORD AND TENANT—AGRICULTURAL HOLDING—TERMINATION OF TENANCY—QUESTIONS AND DIFFERENCES ARISING—NOTICE TO QUIT BY TENANT—WAIVER—REFERENCE TO ARBITRATION—REFUSAL TO YIELD UP POSSESSION—ACTION OF EJECTMENT—AGRICULTURAL HOLDINGS ACT, 1923, 13 & 14 Geo. 5, c. 9, ss. 16, 54.

A question whether a tenancy has terminated or not is not a "question or difference arising out of the termination of the tenancy" within s. 16 (1) of the Agricultural Holdings Act, 1923.

Per Scrutton, L.J.: Where a tenant pleads that a notice to quit has been waived by the landlord, and claims to hold under a new tenancy, the existence of which the landlord denies, that question or difference does not arise out of the termination of the tenancy, and therefore the landlord's remedy by ejectment is not barred by the section.

Appeal from Talbot, J., at chambers. The plaintiff claimed to be entitled to possession of a certain farm and premises in Cumberland, which was let to the defendants by an agreement in writing dated 9th November, 1918, and 13th September, 1919, on a tenancy from year to year from 2nd February, 1920. In January, 1923, the tenants of the holding, the defendants, gave the plaintiff, the landlord, notice of their intention to quit the premises, which expired on 2nd February, 1924. On the expiration of the notice the defendants refused to give up possession. The plaintiff thereupon brought an action of ejectment, claiming possession of the premises and mesne profits as from 2nd February, 1924. The defendants pleaded, *inter alia*, that the notice to quit had been waived and that the plaintiff's claim related to a question or difference between the landlord and the tenants within the meaning of s. 16 of the Agricultural Holdings Act, 1923. That section provides, by s-s. (1), as follows: "Any question or difference arising out of any claim by the tenant of a holding against the landlord for compensation payable under this Act . . . and any other question or difference of any kind whatsoever between the landlord and the tenant of the holding arising out of the termination of the tenancy of the holding . . . shall be determined, notwithstanding any agreement under the contract of tenancy or otherwise providing for a different method of arbitration, by a single arbitrator in accordance with the provisions set out in the Second Schedule to this Act." The defendants applied to a district registrar to stay the action and refer the matter in dispute to arbitration under s. 16 of the Act of 1923. The district registrar dismissed the application and the defendants appealed to judge in chambers, who affirmed the district registrar. The defendants appealed to the Court of Appeal.

BANKES, L.J., said that the question between the parties was whether the tenancy had terminated or not. That was not a "question or difference arising out of the termination of the tenancy of the holding," and was not within s. 16 of the Act of 1923. Therefore the appeal must be dismissed.

WARRINGTON, L.J., concurred.

SCRUTTON, L.J., said that the landlord's remedy by ejectment on termination of the tenancy was not barred by s. 16 in such a case as the present, where the tenants claimed to hold under a new tenancy, the existence of which was denied by the landlord. The question or difference in such a case did not arise out of the termination of the original tenancy, but independently of it. Appeal dismissed.—COUNSEL: *E. Foa; William Allen.* SOLICITORS: *Clifford Turner & Hopton, for C. W. A. Hodgson*, Carlisle; *Maples, Teesdale & Co., for Saul & Lightfoot*, Carlisle.

[Reported by T. W. MORGAN, Barrister-at-Law.]

BJORNSTAD AND ANOTHER v. OUSE SHIPBUILDING COMPANY, LIMITED. No. 2. 30th April.

ARBITRATION—REFERENCE TO SINGLE ARBITRATOR—REFUSAL OF ONE PARTY TO CONCUR IN APPOINTMENT OF ARBITRATOR—APPLICATION TO THE COURT BY NON-RESIDENT FOREIGNER—DISCRETION OF THE COURT—ARBITRATION ACT, 1889, 52 & 53 Vict. c. 49, s. 5.

By s. 5 of the Arbitration Act, 1889 ". . . (a) where a submission provides that the reference shall be to a single arbitrator, and all the parties do not, after differences have arisen, concur in the appointment of an arbitrator . . . any party may serve the other parties or the arbitrators, as the case may be, with a written notice to appoint an arbitrator . . . If the appointment is not made within seven clear days after the service of the notice, the Court or a Judge may, on application by the party who gave the notice, appoint an arbitrator. . . ." Where an application is made to the Court under this section by a foreigner resident outside the jurisdiction, the Court has a discretion to refuse the application, and may attach any reasonable condition to the exercise of its discretion in granting the application e.g., that the foreign applicant should give security for the costs of the application.

Eyre v. Leicester Corporation, 1892, 1 Q.B. 136, *distinguished.*

Appeal from Talbot, J. The applicants, who were a Norwegian firm, had in 1919 entered into a contract with a firm of shipbuilders in this country for the building of a number of ships. The contract contained an arbitration clause. Disputes arose and the Norwegian firm claimed arbitration under the contract. The shipbuilding company refused to concur n the appointment of an arbitrator. Thereupon the Norwegian firm applied to the court under s. 5 of the Arbitration Act, 1889, to appoint an arbitrator.

BANKES, L.J.: This appeal raises an important point. The parties are Norwegians on one side and shipbuilders in this country on the other side, and an agreement was entered into in 1919 for the building of a number of ships by the shipbuilding company for these Norwegians. The agreement contained an arbitration clause. Disputes have arisen between the parties whether the ships were or were not of the contract carrying capacity, and the Norwegian firm, who are parties, have claimed arbitration under the contract. The shipbuilding company have refused to concur in the appointment of an arbitrator, and the Norwegians have made an application under s. 5 of the Arbitration Act, 1889, to the Court by an originating summons, asking the Court to appoint an arbitrator, all conditions precedent under the section having been complied with. The section provides as follows: "In any of the following cases: (*a*) Where a submission provides that the reference shall be to a single arbitrator, and all the parties do not after differences have arisen concur in the appointment of an arbitrator,"—which is this case—"any party may serve on the other party a written notice to appoint an arbitrator." That has been done. Then the section goes on: "If the appointment is not made within seven clear days after the service of the notice, the Court or a Judge may, on application by the party who gave the notice, appoint an arbitrator." The language of the section itself; apart from any judicial decision upon it, would appear to indicate that the Court has a discretion with reference to the appointment of an arbitrator, because the words used are, "the Court may appoint an arbitrator," which are the same words as are used in s. 4 of the same statute, which there is ample judicial authority for saying give the Court a jurisdiction with reference to the matter. But our attention has been called to a decision of this Court, *Eyre* v. *Leicester Corporation*, 1892, 1 Q.B. 136, as to the proper construction to be placed upon the language of s. 5, and it is said that that is a decision to the effect that the word "may" in s. 5 must always be read as "must," with the consequence that the Court, when called upon to exercise its powers under s. 5 of the Arbitration Act, has no discretion at all, but must appoint an arbitrator if the condition precedent has been complied with. But, in my opinion, that decision does not cover this case. The parties were both resident in this country, and, therefore, the question which arises in this case was not before the Court in that case. It may be that without that explanation the language used by Lopes, L.J., in particular would seem to be a language wide enough to cover every case; but when one considers the facts of that case and considers the language used by the Master of the Rolls and Kay, L.J., I think it is plain that the intention of the Court there was to confine its decision to the facts of that case, or, at any rate, not to be dealing with a case which contains the exceptional features of the present case, namely, that it is a foreigner residing outside the jurisdiction who is seeking to claim the assistance of the Court. Lord Esher in that case says: "The parties have agreed with regard to certain matters to substitute arbitration by a single arbitrator for a trial in Court; it is admitted that there is a dispute within the submission; the parties have failed to concur in the appointment of an arbitrator; and there has been a proper notice given which has not been complied with. What, under these circumstances, does the section provide that the Court is to do? It says that the Court 'may' appoint an arbitrator. It is argued that under this provision the Court may say in this case, where it is admitted, and the Court has decided that there is a dispute within the submission, that it will not force the corporation to go to arbitration, but will leave the contractor to bring an action—that is, that the Court has a discretion to say in such a case that, though one side has contracted to refer the matter to arbitration, they need not act according to their contract, and that the Court will relieve them from it, and the other side must bring their action. I do not think that that is so. I think that in such a case as this 'may' means 'must,' and that the Court is bound to appoint an arbitrator." I think that those words that I have just read, especially the last words that I have read, justify the Court in saying that Lord Esher was there confining his decision to the

particular facts of that case. I think that Lopes, L.J., expresses himself, perhaps, in language which covers a wider ground; but I do not think that one ought to read that as language applicable to any case except the one immediately before him, and read it as a decision by the learned Lord Justice that, where the three conditions precedent were all complied with, and there being no other circumstance in the case, then the word "may" should be read as the equivalent of "must." [His lordship also cited from the judgment of Kay, L.J., and continued:—] I think that that case does not bind us where, as here, the person invoking the assistance of the Court is a foreigner residing outside the jurisdiction. With regard to such a person the rule is very clear. I agree with Mr. Le Quesne's argument that Ord. 65, r. 6, gives the Court power to order security for costs in something that is, strictly speaking, a cause or matter, and it may be that we should have no right to make an order in an arbitration directly affecting the costs of that arbitration, or to order that security should be given in an arbitration, but I think it is a very different matter if one has a discretion to refuse to appoint an arbitrator at all; it is a very different matter when one comes to consider the terms upon which one should exercise that discretion in favour of an applicant, if it is to be exercised at all. Now I begin, therefore, by saying that in my opinion in this particular case this Court has a discretion to refuse to appoint an arbitrator at all under the circumstances of this case and to refuse because the applicant is a foreigner resident outside the jurisdiction. If the Court has that discretion, it seems to me that it can attach any reasonable condition to the exercise of its discretion in granting the application. One knows that very often in applications under s. 4, the fact that an arbitrator has no power to make an order for a commission to examine witnesses abroad is a ground for refusing to stay proceedings. Equally, I think, would it be a ground, or might in this case be a ground, for refusing to exercise one's discretion, that the applicant is a foreigner outside the jurisdiction, and I think that it is perfectly competent to this Court to make an order in this form—that if the applicant within a certain time gives security for the costs of the arbitration, and of this appeal, then the order of Talbot, J., may stand; but if the security is not given within the time limited, then the order is discharged, and in either event that the appellant should have the costs here and below. One will consider what time should be allowed, or whether Mr. Le Quesne is prepared to consider the question of time; but I think myself that, not being bound by the decision referred to, and having a discretion, it is perfectly competent to this Court to make an order in that form, and to attach that condi ion to the exercise of its discretion.

WARRINGTON and SCRUTTON, L.JJ., concurred.—COUNSEL: *Clement Davies; Le Quesne.* SOLICITORS: *Pritchard & Sons*, agents for *Andrew M. Jackson & Co.*, Hull; *Botterell & Roche*, agents for *Sanderson & Co.*, Hull.

[Reported by T. W. MORGAN Barrister-at-Law.]

High Court—Chancery Division.

In re **SEARLE, HOARE & CO.** P. O. Lawrence, J. 2nd June.

BANKRUPTCY—PROOF—AMOUNT OF ADMISSION BY TRUSTEE—REDUCTION OF AMOUNT OF PROOF—OVERPAYMENT—ADJUSTMENT—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, Sched. 11, r. 24.

Where a dividend has been paid on a proof admitted by the trustee in bankruptcy and the amount of such proof is subsequently reduced, the applicant is entitled to dividend on the reduced amount only, and the trustee in bankruptcy is at liberty to set off the amount overpaid as a dividend on the larger amount originally admitted against any future dividend which may become payable.

Ex parte Harper, 1882, 21 Ch. D. 53, *distinguished and explained.*

This was a motion by a trustee in bankruptcy asking for an order that the respondent's proof which had been admitted for a certain amount should be reduced to a lesser amount, and for a declaration that the respondent was entitled to dividend in respect of the reduced amount only, and that the trustee should be at liberty to set off the amount overpaid against any future dividend payable to the respondent. The facts were as follows: The firm of Messrs. Searle, Hoare & Co. became indebted to Messrs. Paton, Mega and Warwick for goods sold and delivered. In February, 1921, Messrs. Paton and Co. assigned the debt to the respondent, H. H. Lloyd, who on 11th November, 1921, recovered judgment against the debtors for £1,450 19s. 6d. On 9th March, 1922, a receiving order was made against the debtors, and on 27th March, 1922, the debtors were adjudicated bankrupts and a trustee was appointed. The respondent proved in the bankruptcy as a judgment creditor for the balance then remaining due in respect of the judgment debt, after giving credit for sundry payments made in reduction of the debt since the date of judgment, and the respondent's proof was admitted by the trustee in bankruptcy for that amount, and in the distribution of the first dividend a sum was paid in respect thereof, being 2s. 6d. in the £. Subsequently, at the instance of the trustee, it was referred to the registrar to ascertain (*inter alia*) for what amount the respondent's proof ought to have been admitted. On 7th May, 1924, the registrar reported that, after taking into account all sums paid off since the assignment of the debt to the respondent and the date of the judgment respectively, the respondent's proof ought to have been admitted at a considerably less sum, with the result that the respondent appeared to have been overpaid a sum of £36 7s. 8d. in respect of the first dividend distributed. The estate was insolvent and insufficient to return to the creditors more than 4s. in the £.

P. O. LAWRENCE, J., after stating the facts, said: It has been contended on behalf of the respondent that the respondent is entitled to receive a further dividend on his reduced proof for £880 5s. 8d., without giving credit for the amount he has been overpaid on his proof for £1,171 2s. 6d. on the first distribution of dividend. In support of this contention, *Ex parte Harper*, *supra*, has been cited. That was a case in which the court held that the inspectors for the creditors were entitled to have the proof of a creditor expunged on the ground that its original admission by the inspectors had been wrong (assuming it had in fact been admitted by the inspectors, a question which it was not found necessary in that case to decide). Sir George Jessel, M.R., in giving judgment, said: "And no injustice can be done because any dividends which have been already paid are allowed to be retained by the creditor, and the expunging affects only the right to receive future dividends." It has been argued that from that statement it is to be implied that, in a case where it is sought only to reduce the proof, the creditor is entitled to receive a dividend on the reduced amount of his proof without giving credit for the amount which he has been overpaid in respect of a previous dividend. That argument cannot be supported. It was only applying a well known principle of equity to hold that a creditor who had been overpaid should not be allowed to receive from a common fund any further dividend until there had been adjustment in respect of the overpayment, so as to place the creditors upon equality. There will be an order to reduce the respondent's proof to the sum of £880 5s. 8d., and a declaration that the trustee ought to deduct or set off the amount which the respondent has been overpaid from or against future dividends.—COUNSEL: *G. Wightman Powers; Hansell.* SOLICITORS: *Phillips, Son & Rollinson; Lloyd & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

DENNIS *v.* **MILES.** Div. Court. 2nd May.

MOTOR-CAR—OMNIBUS—STAGE CARRIAGE—ALLEGED OVER CROWDING—STAGE CARRIAGES ACT, 1832, 2 & 3 Wm. 4, c. 120, s. 5—RAILWAY PASSENGER DUTY ACT, 1842, 5 & 6 Vict. c. 79, ss. 13, 15—CUSTOMS AND INLAND REVENUE ACT, 1869, 32 & 33 Vict. c. 14, s. 39, Sched. E—LOCOMOTIVES ON HIGHWAYS ACT, 1896, 59 & 60 Vict. c. 36, s. 1 (1).

Sections 13 and 15 of the Railway Passenger Duty Act, 1842, which restrict the number of persons to be conveyed in a stage carriage, are, having regard to s. 1 (1) (b) of the Locomotives on Highways Act, 1896, under certain circumstances, applicable to a motor omnibus.

Case stated by justices for the County of Norfolk. An information was laid by an inspector of police (the appellant) under ss. 13 and 15 of the Railway Passenger Duty Act, 1842, alleging that the respondent, the driver of a certain stage carriage, to wit, a motor omnibus, which was being employed as a public stage carriage, did on a certain date carry more passengers than it was constructed to carry or than the number allowed for that purpose by that statute. At the hearing before the justices it was proved that the motor omnibus was licensed as a hackney carriage and that the seating accommodation, calculated according to the provisions of s. 13 of the Railway Passenger Duty Act, 1842, was thirty-three persons. Its weight, unladen, was 4 tons 10 cwts. On the 25th September, 1923, the appellant and another police officer stopped the omnibus and it was found to contain fifty-three adult passengers and two children, some of whom were standing on the steps and in the driver's cab. The justices dismissed the information, and this case was stated for the decision of the Divisional Court as to whether the information had been rightly dismissed. By s. 5 of the Stage Carriages Act, 1832, it is provided that the term "'stage carriage' shall not be deemed to extend to . . . any carriage drawn or impelled by the power of steam or otherwise than by animal power." By s. 13 of the Railway Passenger Duty Act, 1842, it is provided that "no stage carriage shall be allowed to carry at one time a greater number of passengers in the whole, or in the inside or on the outside thereof

than the same is constructed to carry according to the regulations of this Act . . . " Section 15 imposes a penalty in the event of a stage carriage conveying a greater number of passengers than the carriage was constructed to carry. By s. 39 (Sched. E) of the Customs and Inland Revenue Act, 1869, s. 5 of the Stage Carriages Act, 1832, was repealed. By s. 1 (1) (*b*) of the Locomotives on Highways Act, 1896, it is provided that " a light locomotive shall be deemed to be a carriage within the meaning of any act of parliament, whether public, general or local, and of any rule, regulation, or byelaw, made under any act of parliament, and, if used as a carriage of any particular class, shall be deemed to be a carriage of that particular class, and the law relating to carriages of that class shall apply accordingly."

Lord HEWART, C.J., delivering judgment, said that though the definition section of the Stage Carriages Act, 1832, was repealed by the Customs and Inland Revenue Act, 1869, ss. 6 and 7 were not repealed. Under the Act of 1842 a strict limitation was imposed upon stage carriages. The Locomotives on Highways Act, 1896, provided that certain vehicles should be light locomotives, and the weight having been extended by a statutory order, the motor omnibus was at the material date a " light locomotive " ; being, therefore, under the Act of 1896, a carriage which was being used as a stage carriage, the law applicable to stage carriages (which included the provisions of ss. 13 and 15 of the Railway Passenger Duty Act, 1842) was applicable to the motor omnibus. The appeal should, therefore, be allowed and the case sent back to the justices with a direction to convict.

SHEARMAN, J., delivered judgment to the same effect, and ROCHE, J., concurred.—COUNSEL: *Montgomery*, K.C., and *Leighton*; *Craig Henderson*, K.C., and *Costello*. SOLICITORS: *Sharpe, Pritchard & Co.* for *H. O. Brown*, Norwich; *Stanley & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Re A SOLICITOR. Div. Court. 20th May.

SOLICITOR—PAYMENTS TO GOVERNMENT OFFICIAL TO OBTAIN INTRODUCTIONS TO CLIENTS—SUSPENSION BY LAW SOCIETY—JURISDICTION—APPEAL—SOLICITORS ACT, 1919, 9 & 10 Geo. 5, c. 56, ss. 5, 8.

A solicitor was suspended from practice for two years under an order made by the committee of The Law Society. The grounds for his suspension were that the committee found that he had made substantial payments to a servant in a public office with a view to obtaining clients. The solicitor appealed.

Held, that the matter was pre-eminently one in which the committee was well qualified to judge; that the way in which the discretion of that court had been exercised ought not to be interfered with, and that the appeal should be dismissed.

Appeal from an order of the committee of The Law Society suspending a solicitor, Joseph Nunes Nabarro, from practice for a period of two years. It was alleged that he had between the months of May, 1922, and March, 1923, made payments of money to one Battle, a clerk in the employment of the Public Trustee, such payments being intended as an inducement and a reward to Battle for having introduced and for continuing to introduce clients; that the opportunity of giving such introductions only came to Battle, as the solicitor well knew, in consequence of his confidential position as a clerk in a public office; that such payments were secret in the sense that they were kept secret from the authorities in control of such public office; and that in making such payments the solicitor was corrupting a public servant and pursuing a course calculated to be highly detrimental to the public service. It was stated on behalf of the solicitor that he had previously enjoyed a very good reputation indeed. The committee found that the solicitor, who had admittedly made the payments, had thereby secured an introduction of business. In view, however, of the fact that his relations with his clients had been correct and had resulted in no loss to them, or to the Public Trustee, the committee were disposed to inflict a lighter penalty than they might otherwise have felt obliged to inflict, and they suspended him from practice for a period of two years. The solicitor appealed. The material statutory provisions are as follows: Solicitors Act, 1919, s. 5: " An application made after the commencement of this Act to strike the name of a solicitor off the Roll of Solicitors shall be made to and shall be heard by the committee in accordance with rules in that behalf to be made under the authority of this Act, and the committee shall upon every such application have power, after hearing the case, to make any such order as to striking off the Roll of Solicitors or suspending from practice the solicitor to whom this application relates . . . as before the commencement of this Act the court or the Master of the Rolls (as the case may be) would have had power to make upon a report of the committee made to the court or the Master of the Rolls pursuant to the provisions of section 13 of the principal Act . . . s. 8. An appeal to the court from any order of the committee made under the powers of this Act shall lie at the instance either of the applicant or of the solicitor, and every such appeal shall be made within such time and in such form and shall be heard in such manner as shall be prescribed by rules in that behalf to be made under the authority of this Act."

Lord HEWART, C.J., delivering judgment, said that the appeal was an appeal under s. 8 of the Solicitors Act, 1919. An application dated 9th November, 1923, had been made by the Public Trustee that the present appellant might be required to answer certain allegations, and that his name might be struck off the Roll of Solicitors of the Supreme Court, or that he might be suspended from practice as a solicitor, or that such other order might be made as the committee should think fit. After stating the nature of the allegations, his lordship said that the committee had found that the allegations were in substance established, and that the practice of which complaint was made constituted, in the view of the committee, a very grave offence against the honour and reputation of the solicitors' profession. The committee said further that it was obvious that the appellant, in making the payments in question, was contemplating and did in fact secure a continuous introduction of business to himself by the clerk; finally, they said that it was certain that the arrangement did exist, and that the fact of its existence indicated, in the view of the committee, great moral laxity on the part of the respondent. The position at the end of the enquiry was that the committee found that the allegations made were proved, and that the present appellant, if he had expressed his own real feeling upon the matter, was even at that eleventh hour disposed to justify what he had done. In those circumstances, counsel for the Public Trustee did, as one would naturally expect, what he could on behalf of the respondent to mitigate the severity of the blow which was to fall, and it was apparent that the respondent, apart from this matter, in his professional relations was correct and businesslike, and no pecuniary loss had resulted from what was alleged against him. If it had not been for those matters it was apparent from the findings of the committee that they might have felt compelled to inflict a yet more severe penalty than that which they inflicted. Counsel who appeared on behalf of the present appellant had, of course, urged everything which could possibly be urged on his behalf, and had done his utmost to correct the view of the matter which, at any rate up to a late hour, his client would seem to have entertained. The question for this court was whether this penalty ought, in these circumstances, to be reduced. His lordship, after referring to s. 5 of the Solicitors Act, 1919, said that, in other words, the Legislature quite deliberately adopted the view that in the first instance, at any rate, it was for the Law Society to control the setting of its house in order. Although, no doubt, s. 8 gave a right of appeal, and although that appeal was in the nature of a re-hearing, nevertheless it seemed right that the court should pay the greatest attention not only to the findings of the committee under that Act, but also, and not least, to the mode in which that experienced body had exercised its discretion. This seemed to be pre-eminently a matter in which the committee was well qualified to judge, and his lordship saw no ground whatever for interfering with the way in which the discretion of the court was exercised. The appeal ought, in his view, to be dismissed.

ROCHE, J., agreed, and said that he approved in particular of the view expressed by the Lord Chief Justice as to the undesirability of that court interfering legally with the proceedings or judgments of the committee, or at all, unless it saw that the committee had gone wrong in some matter of high degree or some matter of principle. It was not for that court to say that a little more or a little less was the measure which they would have meted out, and that they would, therefore, interfere with the proceedings of the committee. The discretion had, in his view, been conferred upon the committee by Act of Parliament, it had been well exercised, and that court should not readily interfere with it.

BRANSON, J., concurred, and the appeal was dismissed.—COUNSEL: *Sir Douglas Hogg*, K.C., and *Cartwright Sharp*; *Roland Oliver*; *Henn Collins*. SOLICITORS: *M. A. Jacobs*; *C. O. Humphreys & Son*; *E. R. Cook*.

[Reported by J. L. DENISON, Barrister-at-Law.]

UNITED STATES SHIPPING BOARD *v.* BUNGE & BORN, LIMITED. Bailhache, J. 2nd April.

SHIP — CHARTER-PARTY — DEVIATION — REASONABLENESS—LIABILITY OF OWNERS.

The master of a ship, after unloading a portion of the cargo at Malaga, made a deviation to Lisbon in order to obtain oil fuel which was not required for the purpose of completing the chartered voyage between Malaga and Seville. No oil fuel was obtainable at Seville, and the supply on board was not sufficient for the vessel to proceed elsewhere, after discharging her cargo at that port.

Held, that, though the deviation was reasonable from one point of view, it was not reasonable so far as the charterers were concerned, and that the owners were liable for any damage suffered by the charterers in consequence of the deviation.

Case stated by an arbitrator. By a charter-party, dated in 1920, a steamer was chartered to carry a cargo of maize from the River Plate to a safe port in the United Kingdom or on the Continent between Marsailles and Hamburg. Subsequently it was agreed that the charterers should load a cargo for Malaga and Seville. The vessel took in bunker oil at Rio de Janeiro, and after she had discharged part of her cargo at Malaga, sufficient oil fuel remained for the completion of the voyage to Seville, but the supply was not sufficient for any further voyage from that port. As no oil fuel could be obtained at Malaga or Seville, the vessel called at Gibraltar, but a tank steamer which had been expected failed to arrive, and the master was compelled to decide whether to await the tank steamer indefinitely, or to leave Gibraltar and proceed to Lisbon for fuel, or to proceed to Seville without sufficient fuel to enable him to leave that port. He, therefore, proceeded to Lisbon, and took in the necessary oil fuel. In arbitration proceedings, it was held that the master had acted reasonably in making the deviation, but this case was stated for the opinion of the court. The charter provided that the steamer might call at any port or ports in any order to take in bunker coal or other supplies, and it was not disputed that the call at Gibraltar, which was in the direct course between Malaga and Seville, was not a deviation.

BAILHACHE, J., delivering judgment, said that although the charter-party permitted a call to be made "at any port or ports," the effect of the authorities was that that provision must be construed as referring to any ports on the direct line of route of the chartered voyage. Lisbon was, therefore, not a port at which such a call was permissible. Though from one point of view the conduct of the master in going there was reasonable, it was not reasonable from the point of view of the charterers; they were not concerned with the call at Lisbon which was made so as to render the vessel available for a future purpose after the completion of the chartered voyage. The deviation was not justifiable under the terms of the charter-party, or because it was made to save life or property and it was therefore unwarranted. The owners must pay for any damage suffered by the charterers as a result of the deviation.—COUNSEL: *Kennedy*, K.C., and *Van Breda*; *Dunlop*, K.C., and *Stenham*. SOLICITORS: *Richards and Butler*; *Thomas Cooper & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **MOSLEY.** 12th May.

CRIMINAL LAW—PRACTICE—INDICTMENT—JOINDER OF COUNTS ON WHICH PRISONER NOT COMMITTED—COUNTS FOUNDED ON FACTS DISCLOSED IN DEPOSITIONS—WHETHER COUNTS LAWFULLY JOINED—CONSENT OF COURT NOT OBTAINED—VEXATIOUS INDICTMENTS ACT, 1859, 22 & 23 Vict. c. 17, s. 1—CRIMINAL LAW AMENDMENT ACT, 1867, 30 & 31 Vict. c. 35, s. 1.

The effect of s. 1 of the Vexatious Indictments Act, 1867, is that where counts other than those on which a prisoner has been committed for trial are added to an indictment, provided the added counts are founded on the facts disclosed in the depositions, the indictment is good and can go before the grand jury, although the consent of the court to the inclusion of the said added counts has not been obtained. Whether the counts were lawfully added or not is a question for the judge.

Rex *v.* Clarke, 1895, 59 J.P. 248, *followed.*

Appeal against conviction and sentence. The appellant was convicted at Leeds Assizes of obtaining goods by false pretences, and also of obtaining credit by fraud and of obtaining credit without disclosing the fact that he was an undischarged bankrupt. He was sentenced to five years' penal servitude. At the preliminary hearing before the Leeds Stipendiary Magistrate, the prisoner was charged with the offences on which he was ultimately convicted. The magistrate, however, only committed him for trial on charges of obtaining credit by fraud and of obtaining credit without disclosing the fact that he was an undischarged bankrupt, but the magistrate did not commit him for trial on the charges of obtaining goods by false pretences. At the trial at the assizes, the indictment preferred against the prisoner contained, besides the charges on which the magistrate had committed him for trial, six added counts charging him with obtaining goods by false pretences. These charges were founded on facts disclosed in the depositions. But no leave had been obtained from the court to add the counts in question to the indictment.

Lord HEWART, C.J., delivered the judgment of the Court (Lord HEWART, C.J., SHEARMAN and ROCHE, JJ.). The appellant was convicted on an indictment which charged him in six counts with obtaining goods by false pretences, in certain other counts with intent to defraud, under the Debtors Act, 1869, and in one count with an offence under the Bankruptcy Act, 1914. The facts proved against the appellant were that he took a lock-up shop at Newcastle, and that, by representing by the heading of his notepaper that he was carrying on a genuine business as a saddler, boot dealer and dealer in hosiery, and drapery stores, he obtained large quantities of goods. There was evidence that the shop was often closed during ordinary business hours, and that when the appellant was arrested the shop contained no goods at all. There was a good deal of evidence showing that goods had been supplied which were not paid for, and the appellant did not go into the witness box. On the merits of the case there is nothing to be said, but it is suggested that a difficulty arises with regard to the indictment, as, although the magistrate committed the appellant for trial on the charges under the Debtors Act, 1869, and the Bankruptcy Act, 1914, he omitted, if not refused, to commit him on the charges of obtaining goods by false pretences. It is said that an application was made to the court of trial to add charges, not of false pretences, but those under the Debtors Act, 1869, arising on new materials. About that no observations are necessary, but it is complained that the indictment, when it came to be framed and presented to the grand jury, contained six counts for obtaining goods by false pretences, based on facts and evidence disclosed in the depositions and examination before the magistrate, but containing charges on which there had been an omission, if not a refusal, to commit. It is argued that in consequence of the provisions of the Vexatious Indictments Act, 1859, it was not possible to add those counts to the indictment, that if it was desired to proceed upon them there should have been a specific application to the judge at the assizes, and that they should have been made the subject of a separate indictment. In the opinion of the court that submission is one which cannot be supported. It depends on a misconstruction of s. 1 of the Criminal Law Amendment Act, 1867. Under the Vexatious Indictments Act, 1859, it had indeed been provided that no bill of indictment for certain offences named, of which obtaining goods by false pretences was one, might be presented to, or found by, any grand jury unless certain conditions were fulfilled. Then came the Act of 1867 which, to remove the inconvenience caused by the earlier Act, enacted that: "The said provisions of the said first section of the said Act shall not extend or be applicable to prevent the presentment to or finding by a grand jury of any bill of indictment containing a count or counts for any of the offences mentioned in the said Act, if such count or counts be such as may now be lawfully joined with the rest of such bill of indictment, and if the same count or counts be founded (in the opinion of the court in or before which the same bill of indictment be preferred) upon the facts or evidence disclosed in any examinations or depositions taken before a justice of the peace, in the presence of the person accused or proposed to be accused, by such bill of indictment, and transmitted or delivered to such count in due course of law." In other words, the later Act is based upon the view that when the conditions expressed are fulfilled the accused person is not taken by surprise. It has been said, however, that notwithstanding the provisions of the Act of 1867, what was done here was contrary to law, but that argument also cannot be supported. The matter is made plain by the case of *Rex* v. *Clarke*, *supra*. The practice of the court was there explained by Mr. Avory, as he then was, in these terms: "The practice of this court has been established for years that, where the added counts are alleged to be founded on facts disclosed on the depositions, they may be added without the opinion of the court being taken before presenting the bill to the grand jury." That practice was supported by the judgment of Collins, J., who said, *inter alia*, as to the objection made under the Vexatious Indictment Act, 1859: "I think that the obvious convenience is in favour of the view taken by the prosecution, and the words of the Act do not compel me to take any other view. The amending Act says that provided that the subject-matter of the new count may be lawfully joined with the rest of the indictment, and that the facts on which such count is founded (in the opinion of the court in or before which the same bill of indictment be preferred) are disclosed on the depositions, the indictment can go before the grand jury properly. Whether the count is lawfully joined or not must be for the judge to decide when it comes before him." When the counts in the present case came before the judge, no objection was taken, nor did any objection appear to the mind of the judge. In those circumstances, in the opinion of this court, this appeal fails. Appeal dismissed.—COUNSEL: *R. F. Burnand*; *G. F. L. Mortimer*, K.C., and *Paley Scott*. SOLICITORS: *Registrar of the Court of Criminal Appeal*; *Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

The Discipline Committee.

At a meeting of the Committee of The Law Society, constituted under the Solicitors Acts, 1888 and 1919, held in their Hall in Chancery Lane on the 26th ult., Sir Charles Longmore presiding, it was ordered that EDWARD ERNEST RANSOM, of 8, Bush-lane, Cannon-street, London, should be suspended from the practice of his profession for twelve months from 1st August, and should pay the taxed costs of the inquiry for having verified declarations for passports made by persons of whom he had no personal knowledge and of whose character, antecedents, and even identity he was ignorant.

It was also ordered that WILLIAM MARCUS PYKE, of 149, Maida Vale, W.9, be adjudged guilty of professional misconduct and be struck off the roll for having improperly retained moneys paid to him specifically for arrears of alimony due to a poor person to whom he had been assigned as solicitor in a matrimonial cause. He was further ordered to pay the taxed costs of the inquiry.

In Parliament.

House of Lords.

24th June. Liquor (Popular Control) Bill. Second Reading moved by the Bishop of Oxford. Debate adjourned.

30th June. Liquor (Popular Control) Bill. Second Reading, debate resumed and further adjourned.

1st July. War Charges (Validity) (No. 2) Bill. Second Reading moved by the Lord President of the Council, Lord Parmoor. After debate, motion for rejection (Lord Strachie) carried by 28 to 23.

House of Commons.

Questions.

HEAVY MOTORS (DAMAGE TO BUILDINGS).

Sir W. DAVISON (Kensington, South) asked the Minister of Transport whether he has any statistics as to the approximate number and value of buildings which have been damaged or collapsed as the result of vibration due to heavy motor traffic; and whether the Ministry are taking any action to protect householders and others in this matter by placing a limit on the weight and speed of heavy motors?

Mr. GOSLING: The answer to the first part of the question is in the negative. As regards the second part of the question, I may point out that no alteration has been made in the maximum axle weights or speeds of heavy motor cars since 1904, except that the maximum speed of heavy motor cars fitted with resilient tyres and with registered axle weights between six tons and eight tons was raised two years ago from eight miles to 12 miles per hour. I do not think that the remedy lies in the placing of further limitations on the weight and speed of heavy motor cars, but rather in the strengthening and improvement of road surfaces, a process which is being pressed forward as rapidly as circumstances permit. (25th June.)

COMPANIES ACTS.

Mr. BAKER (Bristol, East) asked the President of the Board of Trade whether, in view of the fact that companies controlling subsidiary companies are able by increasing or decreasing transfers from their subsidiaries to disguise their real position in regard to profits and reserves, he will consider the necessity of introducing legislation to compel such companies to publish the profits and financial position of what are, in reality, simply departments of the one business?

Mr. ALEXANDER: The matter to which the hon. Member has drawn attention has already been noted for consideration when the revision of the Companies Acts is undertaken. (26th June.)

REGISTERED COMPANIES (BONUS SHARES).

Mr. BAKER (Bristol, East) asked the President of the Board of Trade whether he will issue a Return, arranged by industries, showing the number of bonus share distributions made by companies registered in Great Britain in each year since 1895?

Mr. ALEXANDER: Whenever a company limited by shares makes any allotment of its shares, the company must, within one month, file with the Registrar of Companies a Return of the allotments, but a company is not required to indicate what shares have been issued as bonus shares. In these circumstances it is not possible to supply the information asked for. The matter has been noted for consideration when the next revision of the Companies Acts is undertaken.

LAW OF EVIDENCE.

Mr. TURNER-SAMUELS (Barnard Castle) asked the Attorney-General whether, in view of the legal difficulties raised by the result of the strict application of the principles laid down by the House of Lords in the recent Russell case, he will consider the question of amending the present law so as to avoid those results?

The ATTORNEY-GENERAL: At the moment, no facts have been brought to my notice which would tend to show any necessity for amending the existing law, but I shall be glad to consider any suggestion that may be made to me in that connection. (30th June.)

ENEMY DEBTS (MIXED ARBITRAL TRIBUNAL).

Mr. BLACK (Harborough) asked the President of the Board of Trade whether the third Mixed Arbitral Tribunal has been set up; if not, how long it will be before it is established; and whether he can take any additional steps to secure a speedy and satisfactory settlement of all outstanding claims?

Mr. WEBB: As a result of discussions which have taken place during the past week with representatives of the German Government, I am glad to be able to say that it has been agreed to appoint a third division of the Anglo-German Mixed Arbitral Tribunal. This additional division will be set up as soon as the necessary formalities can be complied with. I may add that opportunity was taken of these meetings to discuss various other matters, with a view to expediting the Clearing Office procedure, and agreements on the subject have been arrived at from which I anticipate very happy results.

POOR LITIGANTS (SCOTLAND).

Mr. T. JOHNSTON (Stirling) asked the Secretary for Scotland if he is prepared to introduce legislation on the same lines as the Poor Litigants (Scotland) Bill, which was passed by this House in 1920, and which was not returned from another place?

Mr. ADAMSON: The Bill to which my hon. Friend refers deals with a matter which is regulated by Standing Order of the House of Lords, made under the Appellate Jurisidiction Act, 1876. When the Bill was considered in another place, the view taken was that, if the matter was to be dealt with at all, it ought to be by amendment of the Standing Order and not by Bill. In these circumstances, I do not think that any useful purpose would be served by the re-introduction of the Bill.

COMPANY PROMOTION.

Mr. BAKER (Bristol, East) asked the President of the Board of Trade whether he will consider the introduction of legislation to make a company formed to take over another company publish in the articles of association an auditor's statement of the value of the assets taken over and the paid-up capital of the old company?

Mr. WEBB: The question of requiring publication of the particulars to which the hon. Member refers has been noted for consideration when the next revision of the Companies Acts is undertaken.

Mr. A. M. SAMUEL (Farnham): Does not the right hon. Gentleman think that there ought to be an investigation into the working of the Company Acts in view of the revelations of capital lost in certain companies recently under protection of limited liability, and is it not time that we should do something to amend the Company Acts so as to protect the shareholders as well as creditors?

Mr. WEBB: That suggestion has already been considered.

Mr. SAMUEL: Will the right hon. Gentleman consider appointing a Departmental Committee?

Mr. WEBB: That has to be considered.

OIL IN NAVIGABLE WATERS (PROSECUTIONS).

Viscount CURZON (Battersea, South) asked the President of the Board of Trade how many prosecutions have been undertaken for offences against the Oil in Navigable Waters Act; how many have succeeded; and what steps have been taken by his Department to secure the agreement and conformity of other countries with this Act?

Mr. WEBB: Three prosecutions by local harbour authorities for offences against the Oil in Navigable Waters Act have come to my notice. In two cases fines were imposed, and in the third the summons was dismissed, the defendants paying costs. The Act applies to all ships, British and foreign, within the territorial waters of Great Britain and Northern Ireland. The regulation of shipping outside territorial waters is a matter for international agreement, and steps are being taken to ascertain whether there is a probability of an international conference being convened by one of the leading maritime Powers.

Colonel ASHLEY: Can the right hon. Gentleman state whether the Irish Free State is coming to an agreement with us upon this very important matter? Have they been approached?

Mr. WEBB: There are two questions involved. One is the question of discharging oil in navigable waters within the three-mile limit, and the other is the question about the outside. The Irish Free State has been communicated with. (1st July.)

Bills Presented.

Vinegar Bill—"to prevent the fraudulent sale of liquids or products made in imitation of and purporting to be vinegar": Mr. Hannon, on leave given. [Bill 180.] (25th June.)

Rating Bill—"to make provision with respect to the rating of the owners and lessees of unoccupied houses, and for purposes connected therewith": Mr. McEntee, on leave given. [Bill 184.] (1st July.)

Bills under Consideration.

25th June. Pensions Increase Bill. On motion of Mr. W. Graham, read a Second time and committed to a Committee of the Whole House.

British Museum (No. 2) Bill. Read a Second time and committed to a Committee of the Whole House.

Access to Mountains Bill and Regulation of Railways Bill. Read a Second time, and committed to Standing Committees.

26th June. London Traffic Bill. As amended in the Standing Committee, further considered and read the Third time.

Local Authorities (Emergency Provisions) Bill. Lords' amendments considered and disagreed to.

27th June. Legitimacy Bill. As amended in the Standing Committee, considered. New clause—

(*Married parents.*)—Nothing in this Act shall operate to legitimate a person whose father or mother was married to a third person when the illegitimate person was born.

Proposed by Mr. Rawlinson, after debate rejected by 136 to 65. Amendments made and Bill read a Third time by 177 to 13.

1st July. Public Health (Scotland) Amendment Bill. On motion of the Secretary for Scotland, read a Second time and committed to a Standing Committee.

Old Age Pensions Bills. On motion of the Financial Secretary to the Treasury, Mr. William Graham, read a Second time and committed to a Committee of the Whole House.

County Courts Bill, as amended in the Standing Committee, further considered.

The following new clause moved by Mr. Mitchell Banks:—

(*Provisions as to striking out plaint, etc.*)—A registrar on the application of the defendant, of the hearing of which application seven clear days' notice shall be given by the defendant to the plaintiff, may order a plaint or other proceeding to be struck out on the ground that it discloses no reasonable cause of action, and shall make such order as to costs as he may think proper.

From the decision of the registrar an appeal shall lie to the County Court Judge in chambers.

Agreed to.

The following new clause moved by Sir Kingsley Wood:—

(*Provisions as to hearing action for injunction.*)—Notwithstanding anything contained in the principal Act, it shall be within the competence of a Judge of the County Court to hear and determine an action for injunction although there be no claim for damages in connection therewith.

Rejected by 208 to 75.

The following new clause moved by Sir Malcolm Macnaghten:—

(*Fees in workmen's compensation proceedings.*)—(1) No Court fee shall be payable by the workman in respect of proceedings in a Court under the Workmen's Compensation Act, 1906.

(2) Subject to the provisions of the preceding sub-section the words "without fee," in paragraph (9) of the Second Schedule to the said Act and paragraph (13) of the said Schedule shall cease to have effect.

Agreed to.

Amendment moved by Capt. Rees, for retaining the appointment of registrars in the County Court Judges, negatived.

Amendment to clause 2, which defines rights of existing registrars and high bailiffs in respect of salary, as follows:—

"Provided that no registrar or high bailiff appointed before the passing of this Act shall be paid a less salary than his net salary and remuneration for the year ending the thirty-first day of December, nineteen hundred and twenty-three, without the consent of such registrar or high bailiff,"

moved by Sir Kingsley Wood and negatived. Bill read the Third time and passed.

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New Orders, &c.

Orders in Council.

THE COUNTY COURT DISTRICTS (FRAMLINGHAM AND SAXMUNDHAM) ORDER IN COUNCIL, 1924.

It is hereby ordered, as follows :—

1. The District of the County Court of Suffolk held at Framlingham and Saxmundham, except the Parishes detached therefrom by paragraph 2 hereof, shall be consolidated with the District of the County Court of Suffolk held at Halesworth, and a Court shall be held in the District formed by the said consolidation at Halesworth and at Saxmundham by the name of the County Court of Suffolk held at Halesworth and Saxmundham; and from the 30th day of June, 1924, the holding of the said Court at Framlingham shall be discontinued; and all powers and jurisdictions theretofore exercisable by the said Court held at Framlingham and Saxmundham shall thenceforth be exercised by the said Court held at Halesworth and Saxmundham.

2. The Parishes set out in the Schedule to this Order shall, save as to any cases pending upon the 30th day of June, 1924, be detached from and cease to form part of the District of the said Court held at Framlingham and Saxmundham, and shall be transferred to and form part of the District of the County Court of Suffolk held at Diss and Eye.

3. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899 (S.R. & O., 1899, No. 178), provided that the boundaries of every Parish mentioned in this Order shall be those constituted and limited at the date of this Order.

4. This Order may be cited as the County Court Districts (Framlingham and Saxmundham) Order in Council, 1924, and shall come into operation on the 1st day of July, 1924, and the County Courts (Districts) Order in Council, 1899, as amended, shall have effect as further amended by this Order.

M. P. A. Hankey.

25th June.

Schedule.

Ashfield-with-Thorpe.	Horham.	Wilby.
Athelington.	Kenton.	Winston.
Bedfield.	Monk Soham.	Worlingworth.
Brundish.	Southolt.	
Debenham.	Tannington.	

THE ACQUISITION OF LAND (ASSESSMENT OF COMPENSATION) ACT, 1919.

Sir W. Anker Simmons, senior partner of the firm of Messrs. Simmons and Sons (Henley-on-Thames), has been appointed Official Arbitrator under the Acquisition of Land (Assessment of Compensation) Act, 1919, in succession to the late Mr. Howard Martin.

The appointment takes effect from 1st July, and it is, says *The Times*, understood that Sir Anker Simmons's work will cover the assessment of compensation in cases arising in the South of England.

Sir Anker Simmons is an estate agent of exceptional experience, and he acted as agricultural adviser to the Ministry of Food throughout the existence of that body. He is a vice-president of the Auctioneers' and Estate Agents' Institute, and a Fellow of the Surveyors' Institution, and he has taken an active part in public affairs at Henley-on-Thames.

Societies.

The American Bar Association.

The programme of arrangements for the visit of the members of the Association Bar Association to London next month has now been completed, and is worthy of the memorable occasion. The American lawyers come as the guests of the English lawyers and of the Canadian Bar Association. Officially the visit is to extend over the week beginning 20th July. The latest information as to the number of visitors brings the total to approximately 2,300, comprising 1,132 American and 250 Canadian lawyers, in addition to their lady friends. The headquarters will be the Hotel Cecil.

On Sunday, 20th July, sittings will be reserved for the visitors at services in Westminster Abbey, St. Paul's Cathedral, and Westminster Cathedral.

The following day there will be an official welcome in Westminster Hall, at which the Attorney-General and the President of the Law Society will present the American guests to the Lord Chancellor and His Majesty's Judges. The Palace of Westminster, including Westminster Hall, will be closed to parties of visitors conducted by Members of Parliament until 12.30 p.m. on account of this reception. Lord and Lady Phillimore will hold a garden party at Cam House, Campden Hill, Kensington, in the afternoon, and half of the visiting lawyers will dine in the evening at the Inner Temple, the Middle Temple, Lincoln's Inn, Gray's Inn, and The Law Society, the relatively small seating capacity of the dining halls rendering it necessary to hold dinners the following evening for the remainder of the guests.

On Tuesday, the American Ambassador and Mrs. Kellogg will be At Home to the guests at Crewe House, Curzon Street, Mayfair, and a service with special music will be held in the Temple Church in the afternoon.

On Wednesday there will be the presentation by the American Bar Association and the unveiling of the Blackstone Memorial in the Central Hall of the Royal Courts of Justice. Garden parties will be held in the grounds of Lincoln's Inn and Gray's Inn, and the Lord Mayor and the Corporation of London are holding a reception and banquet at the Guildhall in the evening. Receptions by the University of London and by the Mayor and Mayoress of Westminster have also been arranged for that day.

After the Royal Garden Party, which the King and Queen will give at Buckingham Palace on Thursday, there will be a reception at the Grocers' Hall by the Master, Sir Ernest M. Pollock, Master of the Rolls, and also a reception by the City of London Solicitors' Company at Salters' Hall, City. There is an invitation from Sir Charles Wakefield and the Sulgrave Institution for 500 of the guests to visit Sulgrave Manor, the home of the Washington family, and for a motor drive to Althorp House, the historic seat of Earl Spencer. Lawrence Washington was twice mayor of Northampton in Henry VIII's reign, and the guests to Sulgrave Manor will call *en route* at the Guildhall, Northampton, where they will meet the civic and county authorities.

Lord and Lady Astor are giving a garden party at Clivedon-on-Thames on Friday afternoon, and there will be a reception at the Palace of Westminster by the Lord Chancellor and Miss Haldane, Lord and Lady Birkenhead, Lord and Lady Cave, Lord Finlay, and Lord and Lady Buckmaster.

The guests on the Saturday will visit Oxford and Cambridge and lunch in the Halls of the colleges. A garden party to members of the American and Canadian Associations and their wives will be given by Sir John and Lady Simon in the gardens of Wadham College, Oxford.

Gray's Inn.

Friday, 27th June, being the Grand Day of Trinity Term at Gray's Inn, the Treasurer (the Earl of Birkenhead) and the Masters of the Bench entertained at dinner the following guests :—

The Duke of Argyll, the Earl of Ancaster, Lord Wodehouse, Lord Dunedin, Lord Riddell, Major-General J. E. B. Seely, Mr. Stanley Baldwin, Sir Douglas Hogg, the Treasurer of Lincoln's Inn (Mr. Justice Eve), Sir Thomas Horder, Lieutenant-Colonel Sir Archibald Weigall, Commander O. Locker-Lampson, and Mr. R. Wynne Bankes.

The Benchers present in addition to the Treasurer were :—

Sir Lewis Coward, K.C., Mr. Justice Lush, Sir Plunket Barton, K.C., Mr. Edward Clayton, K.C., Mr. Arthur Gill, Sir Montagu Sharpe, K.C., Judge Ivor Bowen, K.C., Mr. R. E. Dummett, Sir Hamar Greenwood, K.C., Mr. Justice Samuels, Mr. Courthope Wilson, K.C., Mr. G. D. Keogh, Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., with the Chaplain (the Rev. W. R. Matthews, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

Society of City and Borough Clerks of the Peace.

The thirty-second annual meeting was held at Rotherham on the 25th ult., C. L. des Forges (Rotherham) in the chair. Points of interest were discussed, including The Criminal Justice Bill, 1924, Juries Act, 1922, Date of Subpœnas, Signing of Indictment, etc., etc. The following officers were elected for the ensuing year :—President, Mr. J. B. Chapman (Burton-on-Trent); Vice-President, Mr. E. B. Sharpley (Stoke); Treasurer, Sir A. C. Peake, Kt. (Leeds); Hon. Secretary, Mr. E. M. Redhead (Manchester); Committee: Mr. Barker (Grimsby); Mr. des Forges (Rotherham); Mr. Brogden (Lincoln); Mr. Smith (Sheffield); Mr. Day (Maidstone); Dr. Woodhouse (Hull).

After the meeting the members were shown over the Rotherham Electricity Generating Station, and in the evening were entertained to dinner by the President (Mr. des Forges), when the Mayor of Rotherham cordially welcomed the Society to the borough. The following day a visit to Chatsworth was arranged by motor cars, and the Mayor of Rotherham provided lunch for the party at the Peacock Hotel, Baslow. The weather being perfect, the Society had a most enjoyable outing.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4 %. Next London Stock Exchange Settlement, Thursday, 10th July.

	Middle Price. 2nd July.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½ %	56⅛	4 8 6
War Loan 5 % 1929-47	101	4 19 0
War Loan 4½ % 1925-45	97⅛	4 12 6
War Loan 4 % (Tax free) 1929-42	101⅛	3 18 0
War Loan 3½ % 1st March 1928	96⅛	3 12 6
Funding 4 % Loan 1960-90	88	4 11 0
Victory 4 % Bonds (available at par for Estate Duty)	92	4 7 0
Conversion Loan 3½ % 1961 or after	77⅛	4 11 0
Local Loans 3 % 1921 or after	64⅛	4 12 6
India 5½ % 15th January 1932	101⅛	5 8 6
India 4½ % 1950-55	87⅛	5 2 6
India 3½ %	66⅛	5 5 6
India 3 %	57	5 5 0
Colonial Securities.		
British E. Africa 6 % 1946-56	113	5 6 0
Jamaica 4½ % 1941-71	95	4 14 0
New South Wales 5 % 1932-42	101	4 19 0
New South Wales 4½ % 1935-45	95	4 15 0
Queensland 4½ % 1920-25	100½	4 9 6
S. Australia 3½ % 1926-36	84⅛	4 3 0
Victoria 5 % 1932-42	101	4 19 0
New Zealand 4 % 1929	95½	4 3 6
Canada 3 % 1938	83	3 12 6
Cape of Good Hope 3½ % 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½ % Con. Stk. after 1920 at option of Corpn.	54½	4 12 0
Ldn. Cty. 3 % Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3 % on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½ % 1925-65	76xd.	4 12 0
Cardiff 3½ % 1935	88	3 19 6
Glasgow 2½ % 1925-40	75½	3 6 6
Liverpool 3½ % on or after 1942 at option of Corpn.	77	4 11 0
Manchester 3 % on or after 1941	65xd.	4 12 6
Newcastle 3½ % irredeemable	75xd.	4 13 0
Nottingham 3 % irredeemable	64½	4 13 0
Plymouth 3 % 1920-60	69⅛	4 6 0
Middlesex C.C. 3½ % 1927-47	82xd.	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4 % Debenture	88	4 11 0
Gt. Western Rly. 5 % Rent Charge	106	4 14 0
Gt. Western Rly. 5 % Preference	103	4 17 0
L. North Eastern Rly. 4 % Debenture	84xd.	4 15 0
L. North Eastern Rly. 4 % Guaranteed	84	4 15 0
L. North Eastern Rly. 4 % 1st Preference	80½	4 19 6
L. Mid. & Scot. Rly. 4 % Debenture	84⅛	4 14 0
L. Mid. & Scot. Rly. 4 % Guaranteed	84	4 15 0
L. Mid. & Scot. Rly. 4 % Preference	80½	4 19 0
Southern Railway 4 % Debenture	84	4 15 0
Southern Railway 5 % Guaranteed	103	4 17 0
Southern Railway 5 % Preference	101	4 19 0

The Times correspondent, in a message from New York of 22nd June, says: The New York immigration authorities informed Lady Wernher, wife of Sir Derrick Wernher, when she arrived here yesterday with her month-old baby, that she was free to enter the United States as she had not outstayed the six months permitted abroad to aliens domiciled in this country, but that the baby could not be admitted. The baby was not a British subject as it had been born in Italy, and, according to the immigration law, anyone born in Italy was an Italian subject. The Italian quota was exhausted and, therefore, the baby could not be admitted. Lady Wernher chose to remain with her child. They were not removed to Ellis Island as the strict letter of the law would require, but were permitted to remain on board the *Conte Rosso* pending the outcome of an appeal to Washington.

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G. H. MAYNE, *Secretary.*

Superintendent Registrar's Fees for Copy Death Certificates.

The subjoined correspondence has, says *The Law Society's Gazette* for last month, passed between the Secretary and the Registrar-General as to the fees properly chargeable by a local Registration Officer on supplying certified copies of entries of deaths :—

12th May, 1924.

Dear Sir,

Will you be so good as to inform me as to the charge which a Superintendent Registrar is entitled to make for supplying through the post a certified copy of an entry of death. I have always understood that the proper charge was 3s. 7d., but a case has been submitted to me in which a charge of 5s. 1d. is claimed.

Yours faithfully,
E. R. COOK,
Secretary.

The Registrar-General,
Somerset House, W.C.2.

General Register Office,
Somerset House, London, W.C.2,
14th May, 1924.

Sir,

I am directed by the Registrar-General to acknowledge the receipt of your letter of the 12th instant, and in reply to inform you that in accordance with a recommendation of the Committee on National Expenditure presided over by Sir Eric Geddes and with the sanction of the Minister of Health, the fee for a search in the indexes of this Office for a period not exceeding five years, made in response to an application *by post*, has been fixed at 2s. 6d., thus making with the fee of 2s. 7d. for the Certificate, a total of 5s. 1d. The fee for a search made in person by an applicant remains at 1s.

In the circumstances explained above, the Registrar-General is advised that no objection can be raised to the adoption of a similar practice by any local Registration Officer.

I am, Sir,
Your obedient Servant,
W. L. RIND,
Assistant Registrar-General.

The Secretary,
Law Society's Hall,
Chancery Lane, W.C.2.

Rating of Metropolitan Water Board's Property.

Sir Montagu Sharpe, K.C., has delivered a reserved judgment at the Middlesex Sessions, in the appeal by the Metropolitan Water Board against the assessment of that portion of their water undertaking which is in the Parish of Teddington. The case was argued before the court for three days in April and May, the question at issue being as to the correct method of assessing the Water Board's undertaking.

The Kingston Union Assessment Committee contended that the right procedure was to apply the provisions of the Parochial Assessments Act, s. 1, under which the court had to determine the amount which a hypothetical tenant from year to year might reasonably be expected to pay for the hereditament.

For the Water Board it was contended that the proper method of ascertaining the value of the water undertaking in any parish was to take as a basis the Board's revenue for the year, and after deducting working expenses, rates and taxes, and the usual statutory deductions, to apportion the balance among the parishes into which the undertaking extended.

The court was of opinion that the method contended for by the appellants did not enable the rental value to be arrived at, and the appeal was dismissed with costs. It was agreed that a case should be stated for the Divisional Court.

During the hearing it was stated that all the other unions in Greater London had accepted the view of the Water Board and had reduced the assessments accordingly.

The National Trust.

The twenty-ninth annual report of the Council of the National Trust for places of historic interest or natural beauty shows that nine new acquisitions were added during the year to the list of properties controlled by the Trust, bringing the total number up to more than 100.

In October, 1923, the Fell and Rock-Climbing Club of the English Lake District presented to the Trust 3,000 acres, including Kirk Fell, Great Gable, and Green Gable, as a memorial to those of their members who lost their lives in the war. Early this year the Trust became possessed of a beautiful piece of park-like scenery known as Hatfield Forest, situated between Bishop's Stortford and Harlow. The late Mr. E. N. Buxton, who had long been a member of the society, was chiefly responsible for this benefaction, and following on his munificent gift Mr. Noel Buxton, M.P., handed over to the care of the Trust the ancient house in Coggeshall known as Paycocke's House. The building is a remarkably complete example of the richly ornamented house of a merchant, built about the year 1500. It is well known to antiquaries, and has been kept in excellent condition. With regard to Box Hill, the Council reports that the £7,000 required for the completion of the scheme for the purchase of further land has been forthcoming, and the purchase has been carried through. The Trust now holds for the public an area of 550 acres of the hill.

Importance is attached to the acquisition of the Farne Islands, off the coast of Northumberland. The islands are celebrated as the haunt of wild sea-birds and as the scene of Grace Darling's heroism. An opportunity presented itself during the year of acquiring 21 additional acres of Reigate Hill. The amount required for the purchase, £2,500, was quickly obtained, and the land is to be vested in the National Trust. In Norfolk 30 acres of woodland near West Runton, known as the "Roman Camp," have been bought as the result of an appeal by the West Runton Commons Society of the Norfolk Archæological Trust for £000, and the property is vested in the Trust. The other acquisitions of the year are the ancient Norman castle of Rayleigh, transferred to the society by Mr. E. B. Francis, and the waterfall known as Rhaiadr Du, near Dolgelly, in Merionethshire.

A small amount is still needed to complete the £1,500 which will enable the Trust to buy on very reasonable terms from Lord Eldon the remains at Chedworth of what is regarded as the finest Roman Villa in England. It is regarded by the Trust as a matter for regret that it has not yet been possible to complete the purchase of Cissbury Ring, near Worthing. Nearly £1,000 has still to be raised, and there is a danger that unless this is speedily collected a particularly interesting spot may be lost to the public for ever. Cissbury Ring makes an appeal not only for its great archæological interest, but on account of its exceptional natural beauty.

Law Students' Journal.

Calls to the Bar.

The following were called to the Bar on Wednesday. The list does not include barristers who apparently will not practise in England.

LINCOLN'S INN.—W. Geddes, Certificate of Honour and Studentship, Trinity Term, 1924, LL.B.; Kathleen Snell (holder of a Certificate of Honour, Michaelmas Term, 1923), B.A., LL.B.; the Hon. H. L. Parker, holder of a Certificate of Honour, Trinity Term, 1924, B.A., Cantab; A. M. Hurwitz, holder of a Certificate of Honour, Trinity Term, 1924, LL.B., Honours, London; V. M. G. de Vic Carey, B.A., Cantab; J. M. Orczy Barstow; H. Fellows-Smith; R. G. Metcalfe, B.A., LL.B.; V. K. Jatar, B.A.; R. C. Overton, B.A., Oxon; L. A. Rajapakse, University College, London, LL.B., B.A.; Cicely Leadley-Brown; N. G. M. Prichard, B.Sc. (Inter-London); O. F. Lumsden, M.A., Edinburgh, I.C.S.; H. L. Ward-Price, B.A., Cantab, Nigerian Political Service; G. G. G. Bhaya; G. R. de C. B. Guinness; A. S. Garnham; A. E. Ashworth, M.A., LL.B., Dublin; R. G. Wavell-Paxton, B.A., Oxon; T. H. H. Perrott, B.A., Oxon; Commander A. W. Wood, R.N. (Retd.); B. Ormerod (late a solicitor), LL.B.

MIDDLE TEMPLE.—W. B. Franklin, B.A. (Cantab); H. W. Williams, B.A. (Oxon); T. B. Calland, M.B., Ch.B. (Glasgow); Don E. Wijewardane, B.A. (Oxon); Alice A. L. Malcolm, M.A.; J. H. Pedlow, B.A. (Ireland); W. J. L'Amie; J. W. W. Smith Fairlie; Ida M. S. Keely; K. P. G. Menon, B.A. (Oxon); I. Ll. Morris, M.R.C.S.; A. G. A. Bennett; Mildred F. Carrothers, B.A.; F. I. Bradley, B.A. (Oxon); G. B. Scott, M.B., C.M., M.D. (Aberdeen); R. Cleworth, B.A., LL.B. (Cantab); Adequnle Kasumu, B.A. (Durham), Inter. LL.B. (London); F. G. Glover, M.A. (Oxon); Lillie A. Monroe; P. de Bathe Brandon; M. J. P. Rousset; E. R. La Tourette Ward, B.A., (Oxon); P. S. P. Jayetilleke; T. N. Donovan; R. E. Seaton, B.A. (Cantab); H. R. Hone.

INNER TEMPLE.—J. B. Herbert; I. David, B.A.; B. K. Tomkloe, B.A.; L. Graham, B.A.; P. Fores, B.A., LL.B.; R. H. Blundell, B.A.; G. R. Sandford, M.A.; F. P. Spicer, B.A.; C. M. Cahn, B.A.; B. L. Henson, B.A., LL.B.; R. C. Lemmy, B.A.; A. L. S. Todd, B.A.; J. R. F. Stratford, B.A.; J. V. Evans, M.A.; H. G. Woolfe, B.A.; R. E. Burnham; C. W. Bennett, B.A.; C. R. D. Pulling, B.A.; J. V. Lovitt, B.A.; S. E. Turner; M. A. van Hulsteyn; H. Moe, B.A.; J. C. Zizer; A. H. M. Kempe, B.A.; (Miss) E. M. Price; H. V. A. Baikes, B.A.; G. G. Robinson, B.A.; S. K. Basu; R. W. E. Clarke, B.A.; A. O. Abayomi, B.A.; A. E. Inyang; H. E. Bader, B.A.; C. Q. Lim, B.A.; C. H. Pearson, B.A.; G. Prasad, B.A., LL.B.; S. B. de B. Edwardes; M. R. R. Pillai; R. A. Wright; O. M. Frewen, Lieut.-Commander, R.N. (retd.); P. K. Nair; T. F. Turner, B.A.

GRAY'S INN.—S. W. Jones, Magistrate, Schweizer Reneke, Transvaal, South Africa; V. Krishna Menon, B.A., Madras Univ., Superintendent, Finance Department Secretariat, Government of India; R. C. Lancaster; D. Hopkin, M.C., M.A., LL.B.; N. G. Stevenson-Coppin, M.Sc. (Liverpool); A. F. Bew; H. Lucas, House Governor and Secretary, Queen's Hospital, Birmingham; H. E. Nye, B.A.; Z. D. Pierides; H. A. Andrews; G. W. Tookey; W. G. Leigh; M. E. A. Farr; A. R. Cools-Lartigue; H. G. Sheldon; J. Stevenson; J. W. Johnstone, formerly a solicitor, Administrative Officer, Tanganyika Territory.

Obituary.

Sir H. W. Worsley-Taylor.

We regret to record that Sir Henry Wilson Worsley-Taylor, Bt., K.C., of Moreton Hall, Whalley, Lancs, died in a nursing home at Manchester on Saturday night, after an operation, two days after his seventy-seventh birthday. For over fifty years, says *The Times*, he was one of the most active men in the public life of Lancashire. The only son of Mr. James Worsley, of the Laund, Accrington, he went to Harrow and Exeter College, Oxford. Having been called to the Bar by the Middle Temple in 1871, he went the Northern Circuit for some years, and then turned his attention to the Parliamentary Bar, where he enjoyed a large practice till his entry into Parliament in 1900 as Conservative member for the Blackpool Division, which he represented till the General Election of 1906. He took the additional name of Taylor in 1881 in accordance with the will of his cousin, Miss Pilling-Taylor, whose estate of Moreton Hall he inherited. He was created a baronet in 1917 in recognition of his manifold public services. Sir Henry had long served as deputy-lieutenant and justice of the peace for Lancashire. He was Recorder of Preston from 1893 till 1898, and chairman of the Lancashire Quarter Sessions sitting at that town from 1893 till 1917. During the war he served as chairman of the Quarter Sessions without remuneration, voluntarily returning his fee to the county treasurer. The money, by Sir Henry's wish, was given to the Lancashire Convalescent Hospital at Blackpool.

A notable service in a wider field was Sir Henry's visit to South Africa in 1904 to act as Chairman of the Court of Arbitration appointed in connection with the purchase of the water supply undertakings of the Rand. In this task he showed exceptional ability. The amount of the Court's award was £1,800,000. The years of Sir Henry's active participation in politics were notable throughout Lancashire, and to him was due the formation or resuscitation of the Conservative organization in several areas. When the war came he threw himself into the business of helping war loan and war savings efforts in his own neighbourhood. Sir Henry owned farms in the Clitheroe, Accrington, and Haslingden districts of the county, as well as others in the West Riding, and as a landowner he was remarkable for the freedom with which he spent money on the improvement of his estates. He also took considerable interest in cattle-breeding, and introduced pedigree Shorthorns and West Highland breeds. He was president of the Whalley Agricultural Society. An excellent shot, he was also a keen fisherman and golfer. A loyal Churchman, Sir Henry rendered valuable service in the restoration of the ancient parish church at Whalley. He married Harriette Sayer, only daughter of Sir Edward Watkin, Bt., the railway chairman. She died in 1913. The successor to the estates and baronetcy is Lieutenant-Colonel James Worsley-Taylor, of Townhead, Pendleton, near Clitheroe.

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, and Sir Chas. H. Morton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

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Legal News.

Information Required.

JOHN ROBERT LEE, late of George-street, Uxbridge.—Anyone having in his possession a Will or draft of a Will of the above is requested to kindly communicate with R. Mossop, 17, Water-lane, Great Tower-street, E.C.3.

Re **Miss FLORENCE WHEEN.**—Will anyone having or knowing anything about a Will or Codicil of the late Miss Florence Wheen, of Trinity Mansions Hotel, Eastbourne, please communicate with Bramley & Coombe, Solicitors, Sheffield.

Dissolution.

WILLIAM DUNN, ERNEST FREDERICK ROUGHTON and WALLACE READ, Solicitors, 1, Martin-lane, Cannon-street, E.C., the 31st day of May, 1924. [*Gazette*, 27th June.

WILLIAM ALFRED PITT and WILLIAM ALFRED PITT, Junior, Solicitors, Albion-chmbrs., Small-street, Bristol (W. A. Pitt and Son), 26th day of June, 1924.

LIONEL AGAR-HUTTON and EDWIN HENRY COE, Solicitors, 21, Wigmore-street, Cavendish-square, W.1 (Agar-Hutton & Coe), 30th day of June, 1924. The said Lionel Agar-Hutton will act as Liquidator of the partnership and all debts due to and owing by the said late firm will be received and paid respectively by him. [*Gazette*, 1st July.

Mr. David Villiers Meager, of The Rectory, Oxwich, Glamorgan, barrister-at-law, of the South Wales Circuit, formerly practising as a solicitor in Swansea, unsuccessful Conservative candidate for Swansea in December, 1910, against Sir Alfred Mond, who died on 24th November, aged sixty-five, left estate of the gross value of £28,640, with net personalty £27,306. The testator left £50 to his former clerk, William Taylor.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July 7	Mr. Ritchie	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday 8	Synge	Jolly	Bloxam	Hicks Beach
Wednesday .. 9	Hicks Beach	Ritchie	Hicks Beach	Bloxam
Thursday..... 10	Bloxam	Synge	Bloxam	Hicks Beach
Friday 11	More	Hicks Beach	Hicks Beach	Bloxam
Saturday 12	Jolly	Bloxam	Bloxam	Hicks Beach
	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday July 7	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday 8	Ritchie	Synge	Jolly	More
Wednesday .. 9	Synge	Ritchie	More	Jolly
Thursday 10	Ritchie	Synge	Jolly	More
Friday 11	Synge	Ritchie	More	Jolly
Saturday 12	Ritchie	Synge	Jolly	More

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality. [ADVT.]

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, June 24.

ASSOCIATED CAR OWNERS LTD. July 11. William G. Toed, 15, Wilberforce-rd., N.4.
NAVARRO-WELLESLEY AVIATION LTD. July 2. Alfred Williams, 57, Palace-st., Westminster.
SEYDIE RUBBER & COTTON ESTATES LTD. July 3. Alfred Williams, 57, Palace-st., Westminster.
THE BROADWATER RUBBER ESTATE CO. LTD. July 2. Alfred Williams, 57, Palace-st., Westminster, S.W.
THE LAFAYETTE RUBBER ESTATES LTD. July 2. Alfred Williams, 57, Palace-st., Westminster, S.W.
MEDAN RUBBER ESTATES LTD. July 2. Alfred Williams, 57, Palace-st., Westminster, S.W.
THE RUBBER & MERCANTILE CORPORATION LTD. July 3. Alfred Williams, 57, Palace-st., S.W.
PEDJANTAN PRODUCE CO. LTD. July 3. Alfred Williams, 57, Palace-st., Westminster.
THE BERWOOD ESTATE CO. LTD. July 26. Herbert A. Pepper, 14, Temple-st., Birmingham.
CLARENDON RESIDENTIAL AND SOCIAL CLUB CO. LTD. August 7. Harold H. Wheatley, Lowgate, Kingston-upon-Hull.
COVENTRY LEVER CO. LTD. August 8. Thomas M. Attlee, 120 Edmund-st., Birmingham.
JOHN HENRY BLOOMFIELD LTD. July 20. Albert J. H. Cope, 65, Cannon-st., E.C.4.
BRIGHTWELL & SON LTD. June 30. Alfred R. Peacey, 114, Park-st., Regents Park.
C. C. MAY & SONS LTD. July 24. Charles J. Weir, 8, King-st., Cheapside.
AFRICAN LLOYD LIGHTERAGE & STORAGE CO. LTD. Sept. 1. Frank Geoghegan, 21 Budge-row, E.C.4.
ALL AFRICA PRESS LTD. July 4. W. N. Griffiths, 7, Southampton-st., W.C.1.

London Gazette.—FRIDAY, June 27.

CLARKE PARKER LTD. July 12. Arthur France, West Barchambrs., Boar-lane, Leeds.
A. H. DYER LTD. July 23. Wm. Easton & Sons, Solicitors, 43, London Wall, E.C.2.
HENRY DRONFIELD LTD. July 18. R. P. Chambers, 60, Queen Victoria-st., E.C.4.
WALKER & CO. LTD. July 4. Walter S. Smith, 61, West Smithfield, E.C.1.
CLARENDON RESTAURANT, HAMMERSMITH LTD. July 12. W. McIntosh Whyte, 11, Queen Victoria-st., E.C.
THE ST. GEORGE STEAMSHIP CO. LTD. July 24. John W. Post, Cadnant Park, Conway.
W. ARTHUR LEWIS LTD. July 31. Montague H. Moody, 20, Newgate-st., E.C.1.

London Gazette.—TUESDAY, July 1.

MOLER FIRE-PROOF BRICK & PARTITION CO. LTD. July 24. W. H. Peat, 11, Ironmonger-la., E.C.
WEST MANCHESTER PICTUREDROME LTD. July 31. Gordon D. West, 10, Cook-st., Liverpool.
PENTNEY SYNDICATE LTD. July 16. Joseph Stephenson, Liquidator.
MORNING STAR SICK & BURIAL SOCIETY. Aug. 22. Liquidators, c/o Brierley & Hudson, Rochdale.
BRIMROD UNITED METHODIST CHURCH SICK & BURIAL SOCIETY. Aug. 22. Liquidators, c/o Brierley & Hudson, Rochdale.
THOMAS COOKE & SONS LTD. July 23. Charles S. Holliday, Pearl-chambers, East Parade, Leeds.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, June 24.

Medan Rubber Estates Ltd.
"Super" Welding Co. Ltd.
The Rubber & Mercantile Corporation Ltd.
Camrose Syndicate Ltd.
Britonia Polish Co. Ltd.
The Lafayette Rubber Estates Ltd.
Navarro-Wellesley Aviation Ltd.
Mutamba Estates Ltd.
Charles Kenyon & Charles Garth Ltd.
C. A. Paul & Co. Ltd.
Gorse Hall Construction Co. Ltd.
Wilfred Bursell Ltd.
Drakeson Recorders Ltd.
A. W. Tye Ltd.
The Blue Bird Motor Co. Ltd.
British Metallurgical Co. Ltd.
Coal and Mineral Development Co. Ltd.
Fanny Walden & Co. Ltd.
J. Stafford & Co. Ltd.
Seydie Rubber & Cotton Estates Ltd.
The Broadwater Rubber Estate Co. Ltd.
Soumex Trading Co. Ltd.
Pedjantan Produce Co. Ltd.
Spiers Bros. Ltd.
Donald H. Scott & Co. Ltd.
Landore Chemical Paint Co. Ltd.
Josiah Clark & Son Ltd.
The Nichols-Brill Co. Ltd.
Brightwell & Son Ltd.
All Africa Press Ltd.
Southern Industries (Portsmouth) Ltd.

London Gazette.—FRIDAY, June 27.

Mineral Ivory Co. Ltd.
Fourstones Paper Mill Co. Ltd.
The Premier Oil Co. Ltd.
The Lowestoft Export Co. Ltd.
Nuroads Ltd.
The Honywood Hotels (Shrewsbury) Ltd.
Walker & Co. Ltd.
John Brown & Co. (Mossgiel) Ltd.
Greenwoods' Ltd.
Germaine Ltd.
Norman Supply Stores (Richmond) Ltd.
The Honywood Hotels (Extensions) Ltd.
Adfilms Ltd.
E. T. Leighton Ltd.
Topsy Toffee Ltd.
Charles J. Fox Ltd.
The Viking Rennet Co. Ltd.
Chaguaramas Estates Ltd.
No. 10 Church & District Investment Co. Ltd.
Marbestum Decorations Ltd.
The Globe Fishing Co. Ltd.
The Kirkhill Manufacturing Co. Ltd.
Kent & Chirké Ltd.
Stentophone Motor Accessories (1921) Ltd.
The Honywood Hotels Ltd.
Walker & Butterfield Ltd.

London Gazette.—TUESDAY, July 1.

Textiles (Surplus) Ltd.
Robert Alderson & Sons Ltd.
S. E. Parkes & Co. Ltd.
J. A. Judson & Son Ltd.
B. Prager & Co. Ltd.
The Wynn Distributing Co. Ltd.
West Manchester Picturedrome Ltd.
The Miners Theatre Ltd.
St. George Steamship Co. Ltd.
D.F.L. Ltd.
Shot & Co. Ltd.
Addlestone Garden Village Society Ltd.
George Bryce & Co.
Tunbridge Wells Finance Co. Ltd.
Shawlands Estates Co. of Ceylon Ltd.
The New System Oil Burners Ltd.
Sonning Golf Club Ltd.
Moler Fireproof Brick and Partition Co. Ltd.
All British Advertising Co. Ltd.
British Illustrations Ltd.
Leather Supply Association Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, June 27.

ALEXANDER, SCOTT, Bayswater, Theatre Proprietor. High Court. Pet. April 10. Ord. June 20.
AVANT, CHARLES E., Havant, Hants, Grocer. Portsmouth. Pet. June 23. Ord. June 23.
BAMPING, H., & SON, Blackpool, Painters. Blackpool. Pet. May 30. Ord. June 20.
BATESON, JOHN A., Cleethorpes, Printer. Great Grimsby. Pet. June 13. Ord. June 24.
BENNISON, WILLIAM, Chelsea. High Court. Pet. April 14. Ord. June 24.
BLACKWELL, ALFRED T., Sutton, Surrey, Political Agent. Croydon. Pet. May 12. Ord. June 24.
BRADBURY, PERCY, Sheffield, Confectioner. Sheffield. Pet. June 25. Ord. June 25.
CALDER, P. M., Russell-gdns. High Court. Pet. May 26. Ord. June 20.
CAMPBELL, WILLIAM M., St. Mary Axe. High Court. Pet. May 8. Ord. June 24.
CARTER, ERNEST, Southport. Liverpool. Pet. May 1. Ord. June 23.
CAUSLEY, PHILIP L., Hampstead. High Court. Pet. May 29. Ord. June 23.
COLLINS, ALFRED A., Romford, Fancy Goods Dealer, Chelmsford. Pet. June 23. Ord. June 23.
DEAN, THOMAS, Long Common, Staffs, Erector of Constructional Steel Work. Wolverhampton. Pet. Nov. [illegible] Ord. June 24.
DOMINY, A. J., West Hampstead. High Court. Pet. May [illegible] Ord. June 24.
DOUGLAS, GEORGE C., Finsbury-sq. High Court. Pet. Feb. 15. Ord. June 24.
DUNSTON, GEORGE H., Kingston-upon-Hull, Coal Exporter. Kingston-upon-Hull. Pet. June 24. Ord. June 24.
HEMSTOCK, GEORGE, Nottingham, Wholesale Confectioner. Nottingham. Pet. June 25. Ord. June 25.
HIGGINS, HAROLD, Bulwell, Notts. Nottingham. Pet. June 6. Ord. June 24.
HOOK, HARRY F. C., Anerley-hill. Croydon. Pet. May [illegible] Ord. June 24.
HOWARTH, LEONARD, Rochdale, General Engineer. Rochdale. Pet. June 24. Ord. June 24.
HUGHES, GRIFFITH, South Kirby. Wakefield. Pet. June 23. Ord. June 23.
HUMPHREY, ARTHUR, Norwich, Corn Merchant. Norwich. Pet. June 24. Ord. June 24.
JACKSON, JAMES H., Earls Court, Chemist. High Court. Pet. May 20. Ord. June 25.
JONES, ELLIS, St. Mary Axe. High Court. Pet. May 8. Ord. June 24.
JONES, CATHERINE, Llanaelhaiarn, Draper. Portmadoc. Pet. June 25. Ord. June 25.
KINNERLEY, FREDERICK W., Manchester, Dealer. Manchester. Pet. May 20. Ord. June 25.
KNOWLES, JOHN, Warrington, Builder. Warrington. Pet. June 24. Ord. June 24.
LEGG, E. T., Horley, Surrey. Croydon. Pet. June 3. Ord. June 24.
LIGHT, GEORGE, and LIGHT, CYRIL G. H., Gray's Inn-st. High Court. Pet. May 26. Ord. June 24.
MARTYN, BEAUMONT W., Luton, Motor Body Builder. Luton. Pet. June 24. Ord. June 24.
MASON, ALBERT C., Scunthorpe, Greengrocer. Great Grimsby. Pet. June 23. Ord. June 23.
MCGEE, EMILY M., Scarborough, Ladies' Outfitter. Scarborough. Pet. June 23. Ord. June 23.
MENDELOFF, GERSHON, Charing Cross-rd., W.C., Professional Boxer. High Court. Pet. June 24. Ord. June 24.
MITCHELL, CLIFFORD, Chelmsford, Iron Founder. Chelmsford. Pet. June 24. Ord. June 24.
NEWCOMB, FREDERICK W., North Kelsey, Lincs, Farmer. Lincoln. Pet. June 20. Ord. June 20.
NOPS, ARCHIBALD M., Ipswich, Auctioneer. Ipswich. Pet. June 21. Ord. June 21.
NOWELL, BERTIE, Leeds, Hawker. Leeds. Pet. June 23. Ord. June 23.
NUNN, STANLEY T., Colnbrook, Smallholder. Plymouth. Pet. June 4. Ord. June 23.
NURTON, OWEN L., Cardiff, Builder. Cardiff. Pet. June 2. Ord. June 21.
OWEN, ALBERT J., Manchester, Typewriter Dealer. Manchester. Pet. June 24. Ord. June 24.
PERKINS, FRED, the Younger, Walkley, Sheffield, General Engineer. Sheffield. Pet. June 23. Ord. June 23.
POCKLINGTON, ROBERT A., Lancaster, Bookseller. Preston. Pet. June 24. Ord. June 24.
POOLE, WALTER, Scunthorpe, Coal Dealer. Great Grimsby. Pet. June 24. Ord. June 24.
POTTER, WILLIAM B., Bridlington, Licensed Victualler. Scarborough. Pet. June 24. Ord. June 24.
PRICE, CHARLES, Chesterfield, Watchmaker. Chesterfield. Pet. June 23. Ord. June 23.
RAITHBY, WILLIAM A., Immingham, Grocer. Great Grimsby. Pet. June 25. Ord. June 25.
ROWLANDS, ELIZABETH, Aberystwyth, Lodging House Keeper. Aberystwyth. Pet. June 18. Ord. June 18.
ROWLANDS, RICHARD, Aberystwyth, Draper. Aberystwyth. Pet. June 18. Ord. June 18.
SAUNDERS, EMILY and CORPS, GWELLIAN M., Gloucester, Costumiers. Gloucester. Pet. June 23. Ord. June 23.
SEIGENBERG, ERNEST, Brixton, Auctioneer. High Court. Pet. June 24. Ord. June 24.
SMETHURST, SYDNEY, Manchester, Store Keeper. Manchester. Pet. June 25. Ord. June 25.
SMITH, HENRY J., Avonmouth, Motor Haulier. Bristol. Pet. June 25. Ord. June 25.
TAYLOR, JOSEPH A., Dukinfield, Chester, Builder. Ashton-under-Lyne. Pet. June 25. Ord. June 25.
WILDERS, GEORGE, Castleford, Fish Dealer. Wakefield. Pet. June 24. Ord. June 24.

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